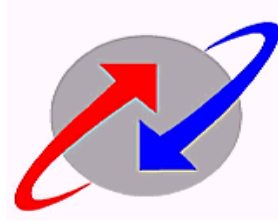


# ***E-TENDER DOCUMENT***



*Connecting India*

## **BHARAT SANCHAR NIGAM LIMITED**

Office of the GMTD, Block No. 35, SDA Complex, Kasumpti, Shimla-171009

## **BID DOCUMENT**

*FOR*

**“Procurement of Computer Consumable and Office Stationery for use in Shimla SSA and other BSNL Offices in Shimla ”**

(For the Year-2018-19)



**BHARAT SANCHAR NIGAM LIMITED**  
Office of the GMTD, Block No. 35, SDA Complex, Kasumpti, Shimla-171009

**GENERAL SECTION**

**BID DOCUMENT**

**E-TENDER FOR “Procurement of Computer Consumable and Office Stationery for use in Shimla SSA and other BSNL offices in Shimla”.**

Tender Quantity: As per Section VI Annexure-A

**VALIDITY OF OFFER – 150 DAYS**

**TENDER ENQUIRY NO. 1-085/2018-19/General/11**

**dated 23/06/2018**

**TENDER OPENING DATE: 21/08/2018 AT 15: 00 HRS.**

**SECTION-1**  
**BHARAT SANCHAR NIGAM LIMITED**

(A Government of India Enterprise)

Block No. 35, SDA Complex, Kasumpti, Shimla-171009

From:

To,

AGM (Admin)

O/o GMTD Shimla, Block No. 35,

SDA Complex, Kasumpti,

Shimla (HP) -171009

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.....  
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**TENDER ENQUIRY NO. 1-085/2018-19/General/11**

**Dated :23.06.2018**

**Sub: - Tender documents for “Procurement of Computer Consumable and Office Stationery for use in Shimla SSA and other BSNL offices in Shimla” .**

Please find enclosed the tender document in respect of above mentioned tender enquiry which contains the following;

<b>Section No.</b>	<b>Description</b>	<b>Page No.</b>
Section I-Part-A	Detailed Notice Inviting e-Tender(DNIT)	4-6
Section I- Part-B	Newspaper NIT	7
	Check List for bidder	8
Section-II	Tender Information	9-11
Section-III	General instructions to Bidder	12-16
Section-IV	e- tendering Instructions to Bidder	17-18
Section-V	General(Commercial) Conditions of Contract	19-23
Section VI(Annexure A)	Schedule of Requirements	24-27
Section-VII	Draft of agreement	28
Section-VIII	Information about Tenderer	29
Section-IX	Performa of performance security Deposit	30-31
Section-X	Undertaking and declaration	32-33
Section-XI	Bidder's profile & Questionnaire.	34-35
Section-XII	BID FORM for Computer Consumable & office Stationery	36-37
Section-XIII	Schedule of Rates	38-42

Kindly submit your bid offers online for electronic tendering at the portal detailed in e-tendering Instructions to Bidders on or before date & time specified in detailed NIT.

**AGM (Admin)**

**O/o GMTD, Shimla-9**

Tel.: 0177-2626600, 2624700

FAX: 0177-2628434

Regd. Off.: BSNL, Bharat Sanchar Bhawan, Janpath New Delhi -110 001. Web: [www.bsnl.co.in](http://www.bsnl.co.in)

## Section – I Part-A

**BHARAT SANCHAR NIGAM LIMITED**  
**Office of the General Manager Telecom. District, Shimla-171009**  
**Detailed Notice Inviting e-Tender(DNIT)**

No. 1-085/2018-19/GENL/11

Dated at Shimla the 23/06/2018.

Digital e-tenders are invited by GMTD Shimla on behalf of BSNL for procurement of Computer consumable and office stationery for use in Shimla SSA and other BSNL offices in Shimla for one year.

Approx. Cost of tender	EMD	Cost of Tender Document	Date of Opening
Rs .21,09,000/-	Rs 52,725/-	Rs. 590/-	21/08/2018 at 15:00hrs

1. **Purchase of Tender Document:** Tender document can be obtained by downloading it from the e-Tender link of website:- <http://www.tenderwizard.com/BSNL> and for viewing purpose on [www.hp.bsnl.co.in](http://www.hp.bsnl.co.in)
  - 1.1 The bidders downloading the tender document are required to submit the tender fee amount through DD / Banker's cheque along with their tender bid failing which the tender bid shall be left archived unopened / rejected . .

**The DD/ banker's cheque shall be drawn from any Nationalized / Scheduled Bank in favour of "AO(Claim), O/o GMTD, Shimla" and payable at "Shimla".**
  - 1.2 The tender documents shall be issued free of cost to MSME bidders on production of requisite proof in respect of valid certification from MSME for the tendered item.
- 2.0 **Availability of Tender Document:** The tender document shall be available for downloading and uploading up to **21/08/2018 (dd/mm/yyyy) upto 14:30 hrs**
  - 2.1 In case of tenders invited through e-tendering process, physical copy of the tender document would not be available for sale.

**Note 1:** The Tender document shall not be available for download on its submission / closing date.
3. **Eligibility Criteria:-** The prospective bidders should also satisfy following conditions:-
  - 3.1 The bidder should have completed similar work in BSNL/MTNL/PSU/Govt. Department as per detail given below during last seven years ending last day of month previous to one in which tenders are invited.

I. Three similar completed works each costing not less than the amount equal to 40% of estimated cost.

OR

II. Two similar completed works each costing not less than the amount equal to 50% of estimated cost.

OR

III. One similar completed works costing not less than the amount equal to 80% of estimated cost.

**The experience certificate should be issued by an officer not below the rank of STS or equivalent.**

3.2 The bidder should have Valid GST Number and PAN Number.

3.3 The bidders shall submit necessary documentary proof showing that they meet the eligibility criteria along with their tender bid. All documents submitted will also be self attested by the bidder.

**4. Bid Security/EMD:**

4.1 The bidder shall furnish the bid EMD in one of the following ways:-

- (a) Demand Draft/Banker's cheque drawn in favour of "AO (Claim), BSNL, O/o GMTD, Shimla-171009" and payable at "Shimla".
- b) Bank Guarantee from a scheduled bank drawn in favour of "AO (Claim), O/o GMTD. Shimla-9" which should be valid for 180 days from the tender opening date.

4.2 The MSME units shall be exempted from submission of Bid Security deposit on production of requisite proof in respect of valid certification from MSME for the tendered item.

**Date & Time of Submission of EMD cost of tender & other bids documents:  
21/08/2018 up to 14:30 Hrs.**

**All documents shall be submitted by dropping in the tender box available in GMTD office or shall be sent by registered post/Speed Post.**

BSNL will not be responsible for any postal delay

**Note 2 :** In case the date of submission (opening) of bid is declared to be a holiday, the date of submission (opening) of bid will get shifted automatically to next working day at the same scheduled time. Any change in bid opening date due to any other unavoidable reason will be intimated to all the bidders separately.

5. **Opening of Tender Bids:** As per DNIT table.

6. **Place of opening of Tender bids:**

Authorized representatives of bidders (i.e. vendor organization) can attend the Tender Opening Event (TOE) at the Block No. 35, SDA Complex, Kasumpti, Shimla-171009 ", where BSNL's Tender Opening Officers would be conducting through online e-Tender. Kindly refer Section-II of Tender document for further instructions.

7. Tender bids received after due time & date will not be accepted.
8. Incomplete, ambiguous, Conditional, unsealed tender bids are liable to be rejected.
9. GMTD, Shimla" reserves the right to accept or reject any or all tender bids without assigning any reason. He is not bound to accept the lowest tender.
10. The bidder shall furnish a declaration in his tender bid that no addition / deletion / corrections have been made in the downloaded tender document being submitted and it is identical to the tender document appearing on the website.
11. In case of any correction/ addition/ alteration/ omission in the tender document, the tender bid shall be treated as non responsive and shall be rejected summarily.

**Note 3:** All documents submitted in the bid offer should be preferably in English. In case the certificate viz. experience, registration etc. is issued in any other language other than English, the bidder shall attach an English translation of the same duly attested by the bidder & the translator to be true copy in addition to the relevant certificate.

**Note 4:** All computer generated documents should be duly signed / self attested by the bidder/ vendor organization.

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**SECTION – 1 (Part B)**

**NEWS PAPER N.I.T. (NNIT)**

BHARAT SANCHAR NIGAM LIMITED  
O/o GMTD, Block-35 SDA Complex, Kasumpti, Shimla-9

**NOTICE INVITING E-TENDER**

**TENDER ENQUIRY NO. 1-085/2018-19/General/11**

**Dated: 23/06/2018**

E-tenders are invited by “GMTD Shimla” for procurement of Computer Consumable & Office Stationery for use in Shimla SSA and other BSNL offices in Shimla.

Last date of receipt of on line tender bid is 21/08/2018 up to 14:30 Hrs.

For details visit :- [www.tenderwizard.com/BSNL](http://www.tenderwizard.com/BSNL) or [www.hp.bsnl.co.in](http://www.hp.bsnl.co.in)

GMTD SHIMLA

### Checklist for Bidder

S.No.	Contents of 1 <sup>st</sup> Envelope (Techno-Commercial Bid )
1	DD for Tender Fee as per DNIT (Scanned copy on <a href="http://www.tenderwizard.com/BSNL">http://www.tenderwizard.com/BSNL</a> portal and Physically to Tender Inviting Officer in case of e-Tender ) on dated 21.08.2018 upto 14:30 hrs
2	Bank Guarantee/DD for EMD as per DNIT ( Scanned copy on <a href="http://www.tenderwizard.com/BSNL">http://www.tenderwizard.com/BSNL</a> portal and Physically to Tender Inviting Officer on dated 21.08.2018 upto 14:30 hrs
3	Valid PAN No.
4	Valid GST No
5	Copy of partnership in case bidder is in partnership.
6	Proof of proprietorship in case bidder is of sole prop. of the firm(Affidavit attested from oath commissioner or magistrate may be attached)
7	The bidder shall furnish the Documentary Proof regarding supply of office/computer stationery to any state/Central/Semi Govt/PSU as per clause 3 of section 1 Part-A
8	The bidder shall furnish a certificate on his letter pad that he has offered the rates for all the articles mentioned in Annexure -A of Section-VI, failing which the original bid will not be opened.
9	Original Tender Document duly signed by the bidder for the tender of computer consumable & office stationery.
10	Power of Attorney as per clause 7 of Section-III. (Scanned copy on <a href="http://www.tenderwizard.com/BSNL">www.tenderwizard.com/BSNL</a> Portal and Physically to Tender Inviting Officer in case of e-Tender).
<b>Contents of 2<sup>nd</sup> Envelope (Financial Bid)- to be submitted on line only.</b>	
1	Original Price Schedule



## **SECTION- II**

### **Tender Information**

**1. Type of tender- :**

- a) No. of Bid Submission Stages for tender: Single Stage. (Please See Note-1 & note-2).
- b) No. of Envelopes for submission of Bids: Two Nos. (Opening stages) (Please See Note-3).

**Note 1:-** Two stage submissions of bids is desirable only in cases where there is doubt on the scope of Work/ Specifications and requirements. In such tender, first stage will be used to invite bids to have details/ clarifications on scope of Work/ Specifications and requirements to firm up the same following which techno-commercial bid along with financial bid shall be invited in 2<sup>nd</sup> stage.

**Note 2:-** The bidder shall submit Techno-commercial & Financial bid simultaneously.

**Note 3:-** The bids will be evaluated techno-commercially first and thereafter financial bids of techno-commercially compliant bidders only shall be opened.

**2. Bid Validity Period / :**

**2.1** Bid shall remain valid for 150 days from the date of opening of bids. Any bid with shorter validity period will be rejected.

**2.2** In exceptional circumstances, the GMTD SHIMLA may request the consent of the bidder for an extension to the period of bid validity. The request and the response thereto shall be made in writing. The bid security provided under clause 13 shall also be suitably extended. The bidder may refuse the request without forfeiting his bid security. A bidder accepting the request and granting extension will not be permitted to modify his bid.

**3.** In case of tenders invited under two envelopes system, the first envelope will be named as techno-commercial & will contain documents of bidder's satisfying the eligibility / Technical & commercial conditions and 2<sup>nd</sup> envelope will be named as financial envelope containing financial quote. These envelopes shall contain one set of the following documents :-

a) **Techno-commercial envelope** shall contain :-

- i) EMD
- ii) Cost of the tender documents i.e. tender fee.
- iii) Certificate(s) showing fulfilment of the eligibility criteria(s) stated in Clause 3 of Section-I Part(A)
- iv) Valid PAN No.
- v) Valid GST No.
- vi) Copy of partnership in case bidder is in partnership.
- vii) The bidder shall furnish a certificate on his letter pad that he has offered the rates for all the articles mentioned in Annexure-A of Section-VI.
- viii) Original Tender Document duly signed by the bidder for the tender of computer consumable & office stationery.

b) **Financial envelope** shall contain:

- i) Electronic Form- financial along with Price Schedule with all relevant bid annexure (in case of tenders invited through e-tendering process).

**Note-4:-**In case of e-tendering, the following documents are required to be submitted offline to AGM (Admin), BSNL, Block No. 35, SDA Complex, Kasumpti, Shimla-171009, on or before the date & time of submission of bids in a sealed envelope.

The envelope shall bear the tender number, name of work and the phrase: "Do Not Open Before (due date & time of opening of tender).

- i) EMD – Bid security (original copy)
- ii) DD/ Banker's cheque of Tender fee
- iii) Power of Attorney in accordance with clause 7 of section III and authorization for executing the power of Attorney.

**4. Payment terms :** As per clause 6 of section-V

**5. Delivery Schedule:** As per clause 5 of section-V

**6. Consignee:** The consignee for supply of Computer Consumable & office Stationery is SDE(General),O/oGMTD,Shimla-171009.

**7. ELIGIBLE BIDDERS :**

(i)The bidder should have the experience of supplying office/computer stationery items to any state/Central/Semi Govt./PSUs as per clause 3(I to III) of Eligibility criteria as per section-1 Part(A) , supporting document must be attached with the bid.

(ii) The bidder should have valid GST Number

(iii) Income Tax PAN No.

**8.0 BID FORM**

**8.1** The bidder shall complete the bid form and appropriate Price Schedule furnished in the Bid Documents, indicating the goods to be supplied, brief description of the goods, quantity and prices.

**9. BID PRICES :**

9.1The bidder shall give total composite price (Excluding GST), packing, forwarding, freight & insurance. The unit prices and other components need to be indicated against the goods it proposes to supply under the contract as per price schedule in Indian Rupees.

9.2 The prices quoted by the bidder shall remain fixed during the entire period of contract and shall not be subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.

9.3 The price approved by the Nigam for procurement will be including packing, forwarding, freight and insurance excluding GST

9.4 The bidder should quote rate for all items. The rate for any item left blank will be treated as 'Zero'.

**10.AWARD OF CONTRACT :**

The Purchaser shall consider placement of orders for commercial supplies on those bidders whose offers have been found technically, commercially and financially acceptable during the period of contract.

**11. PURCHASER RIGHT TO VARY QUANTITIES /CONTRACT VALUE :**

The purchaser reserve right to increase or decrease quantities & contract value by 25% at the time of award of work.

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

The purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to awards of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders on the ground of the purchaser's action.

**13. BID SECURITY**

- 13.1 The bidder shall furnish, as part of his bid, a bid security as per NIT.
- 13.2 The bid security is required to protect the BSNL against the risk of bidder's conduct, which would warrant the forfeiture of bid security pursuant to Para 13.6.
- 13.3 The bid security shall be in the form of a bank draft issued by a scheduled bank in favour of Accounts Officer (Claim) O/O GMTD SHIMLA, payable at SHIMLA
- 13.4 A bid not secured in accordance with Para 13.1 & 13.3 shall be rejected by the BSNL being non-responsive at the bid opening stage.
- 13.5 The bid security of the unsuccessful bidder will be discharged/returned as promptly as possible but not later than 30 days after the expiry of the period of the bid validity prescribed by the BSNL.
- 13.6 The bid security may be forfeited:
  - (a) If the bidder withdraws his bid during the period of bid validity specified by the bidder in the Bid form or
  - (b) In the case of successful bidder, if the bidder fails:
    - To sign the contract/to furnish performance security deposit in accordance with clause 4 of section(V).
  - (c) In both the above cases, i.e. 13.6 (a) & (b), the bidder will not be eligible to participate in the tender for same item for one year from the date of issue of acceptance letter. The bidder will not approach the court against the decision of BSNL in this regard.

**14. VALIDITY OF THE CONTRACT PERIOD:**

The tender will remain operative for one year from the date of agreement. The competent authority reserves the right to extend the contract for another one more year in a spell of three months at one time. The tendered amount will increase to that extent with the extension of contract period

## Section – III

### GENERAL Instructions to Bidder

#### A. Introduction

##### 1. Definitions :

- (a) "The Purchaser" means the BSNL, Shimla acting on behalf of the, C.M.D. BSNL, India
- (b) "The Bidder" means the individual or firm who participates in this tender and contract.
- (c) "The Supplier" means the successful bidder supplying the service under the contract.

##### 2. **COST OF BIDDING**

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

##### 3. **DOCUMENTS REQUIRED**

3.1 The goods required to be supplied; bidding procedures and contract terms and conditions are prescribed in the Bid Documents. The contents of the Bid documents are specified in the covering letter.

3.2 The Bidder is expected to examine all instructions, forms, terms and specifications in the bid Documents and clarifications/ amendments/ addenda, if any. Failure to furnish all information required as per the Bid Documents or submission of the bids not substantially responsive to the Bid Documents in every respect will be at the bidder's risk and may result in rejection of the bid.

##### 4. **CLARIFICATION OF BID DOCUMENTS**

4.1 A prospective bidder, requiring any clarification on the Bid Documents shall notify the Purchaser in writing by FAX or by Email of the Purchaser as indicated in the invitation of Bid. The Purchaser shall respond in writing to any request for the clarification of the Bid Documents, which it receives **7 days prior to the date of opening of the Tenders.** Copies of the query (without identifying the source) and clarifications by the Purchaser shall be sent to all the prospective bidders who have received the bid documents.

4.2 Any clarification issued by BSNL in response to query raised by prospective bidders shall form an integral part of bid documents and shall amount to an amendment of the relevant clauses of the bid documents.

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

5.1 The Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, may modify bid documents by amendments prior to the date of submission of Bids with due notification to prospective bidders.

5.2 The amendments shall be notified in writing by FAX or Email or by Addendum through e-tendering portal ( for tenders invited through e-tendering process) to all prospective bidders on the address intimated at the time of purchase of the bid document from the purchaser and these amendments will be binding on them.

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

## **6. FORMAT AND SIGNING OF BID**

The bidder shall submit his bid, online, complying all eligibility conditions, other terms and conditions of tender document to be read along with the clarifications and amendments issued in this respect. All the documents must be authenticated, using Digital Signature by the authorized person. The letter of authorization shall be indicated by written power-of- attorney accompanying the bid.

**Note:-** The purchaser may ask the bidder(s) to supply besides original bid, additional copy of bids as required by him.

## **7. 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 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 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.

## **8. SEALING AND MARKING OF BIDS**

8.0 The bid should be submitted as per Section- II Clause 3 of tender information.

8.1.1. The Tender will be submitted in two parts –

Part- 1:- TECHNO- COMMERCIAL BID

Part-2:- PRICE BID

The techno-commercial bid will be opened first at the first instance and evaluated by the Committee. At the second stage financial bids of only the technical and commercially accepted offer will be opened for further evaluation and ranking before awarding the contract.

8.2(a) The envelopes shall be addressed to the purchaser inviting the tender.

The Purchaser

Address shall be:

AGM (Admin)

O/o GMTD Shimla,

Block No.35 , SDA Complex , Kasumpti, Shimla-171009

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

c) 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'.

d) Tender should be deposited in the tender box provided by tendering authority or sent by registered post or delivered in person on above mentioned address. 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 to AGM(Admin) O/o GMTD,BSNL, Block No. 35,SDA Complex, Kasumpti, Shimla-171009 . The purchaser shall not be responsible, if the bids are delivered elsewhere.

**f) Venue of Tender Opening:**

(i) AGM (Admin). O/o GMTD Shimla, Block No. 35, SDA Complex, Kasumpti, Shimla-171009 at specified time & date as stated in NIT.

(ii) If due to administrative reasons, the venue of Bid opening is changed, it will be displayed prominently Block No. 35, SDA Complex, Kasumpti, Shimla-171009 & at a place notified.

9. If both the envelopes are not sealed and marked as required the bid shall be rejected.

10. Bids must be submitted by the bidders on or before the specified date & time .

11. The Purchaser may, at its discretion, extend this deadline for the submission of bids by amending the Bid Documents in which case all rights and obligations of the purchaser and bidders previously subject to the deadline will thereafter be subjected to the extended deadline.

## **12.0 SUBMISSION OF BIDS**

12.1 Bids must be submitted by the bidders on or before the specified date & time indicated in Clause 5 of Section-I i.e. DNIT.

12.2 The Purchaser may, at its discretion, extend this deadline for the submission of bids by amending the Bid Documents in accordance with clause 5 in which case all rights and obligations of the purchaser and bidders previously subject to the deadline will thereafter be subjected to the extended deadline.

## **13. LATE BIDS**

No bid shall be accepted either online by E-Tender Portal or physically in case of manual bidding process after the specified deadline for submission of bids prescribed by the purchaser.

#### **14. MODIFICATION AND WITHDRAWAL OF BIDS**

14.1 The bidder may modify, revise or withdraw his bid after submission prior to deadline prescribed for submission of bid.

14.2 The bidder's modification, revision or withdrawal shall have to be online and digitally authenticated (in case of e-tendering) & physically (in case of manual bidding process) as per clause 8.

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

#### **15. OPENING OF BIDS BY PURCHASER**

15.1 The purchaser shall open bids online in the presence of the authorized representatives of bidders online who chose to attend, at time & date specified .

15.2 The bidder's representatives, who are present, shall sign in an attendance register Authority letter to this effect shall be submitted by the authorized representatives of bidders before they are allowed to participate in bid opening.

15.3 Only one representative of any bidder shall be authorized and permitted to attend the bid opening.

16. Name of envelopes to be opened & information to be read out by Bid Opening Committee.

In Single stage bidding & two envelopes system; the bids will be opened in 2 stages i.e. the techno-commercial bid shall be opened on the date of tender opening given in NIT. The financial bid will not be opened on the Date of opening of techno commercial bids

Thereafter the TEC will evaluate Techno-commercial bids & the report of TEC will be approved by competent authority.

The financial bids of those bidders who are approved to be techno-commercially compliant by the competent authority, will be opened by TOC in front of techno commercially eligible bidders/ authorized representatives by sending them a suitable notice.

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

#### **18. CLARIFICATION OF BIDS**

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

18.2 If any of the documents, required to be submitted along with the technical bid is found wanting, the offer is liable to be rejected at that stage. However the purchaser at its discretion may call for any clarification regarding the bid document within a stipulated time period. In case of non compliance to such queries, the bid will be out rightly rejected without entertaining further correspondence in this regard.

## **19. PRELIMINARY EVALUATION**

- 19.1 Purchaser shall evaluate the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the bids are generally in order.
- 19.2 If there is a discrepancy between words and figures, the amount in words shall prevail. If the supplier does not accept the correction of the errors, its bid shall be rejected.
- 19.3 Prior to the detailed evaluation, the Purchaser will determine the substantial responsiveness of each bid to the Bid Document. For purposes of these clauses, a substantially responsive bid is one which confirms to all the terms and conditions of the Bid Documents without material deviations. The purchaser's determination of bid's responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence.
- 19.4 A bid, determined as substantially non-responsive will be rejected by the purchaser and shall not subsequent to the bid opening be made responsive by the bidder by correction of the non-conformity.
- 19.5 The Purchaser may waive any minor infirmity or non-conformity or irregularity in a bid which doesn't constitute a material deviation, provided such waiver doesn't prejudice or affect the relative ranking of any bidder.

## **20. EVALUATION AND COMPARISON OF SUBSTANTIALLY RESPONSIVE BIDS.**

- 20.1 The Purchaser shall evaluate in detail and compare the bids previously determined to be substantially responsive.
- 20.2 The evaluation and comparison of responsive bids shall be done on the basis of Net cost to BSNL on the prices of the goods offered excluding GST.

## **21. CONTACTING THE PURCHASER**

- 21.1 No bidder shall try to influence the Purchaser on any matter relating to its bid, from the time of the bid opening till the time the contract is awarded.
- 21.2 Any effort by a bidder to modify its bid or influence the purchaser in the purchaser's bid evaluation, bid comparison or contract award decision shall result in the rejection of the bid.
- 21.3 The evaluation shall be carried out on the basis of total cost of the entire items as a package.



## Section-IV

### E-tendering Instructions to Bidders

**Note :-** The instructions given below are for ITI Ltd. e-tendering portal for e-tenders invited by General branch, o/o GMTD, Shimla only.

1. Information and instructions for bidders posted on website [www.tenderwizard.com/BSNL](http://www.tenderwizard.com/BSNL) shall form part of bid document. The intending tenderers should get themselves registered with M/s ITI Limited, as per instructions on the web site, by paying the registration fee as mentioned on the website.

The intending tenderers who need digital signatures Class III also, should contact M/s ITI Limited, at least 10 days in advance, since issue of digital signatures takes 10 days.

2. The bid document consisting of plans, specifications, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents can be seen and downloaded from website [www.tenderwizard.com/BSNL](http://www.tenderwizard.com/BSNL).

3. The bid can only be submitted after uploading the mandatory scanned documents such as Demand Draft or Banker's Cheque of form fee and EMD in favour of **“AO(Claim), BSNL, O/o GMTD Shimla” and payable at “Shimla”**. **The original copy of qualifying the bid may also be submitted in physical form before day /Time of tender opening..**

4. The bidders have to pay tender processing fee through online i.e. net banking or Internet payment gateway.

5. Those contractors not registered on the website mentioned above, are required to get registered before hand.

6. The intending bidder must have valid class-III digital signature to submit the bid.

7. On opening date, the contractor can login and see the bid opening process.

8. Contractor can unload documents in the form of JPG format and PDF format.

9. For any query related to the e-tendering and DSC of Class III vendors can contact on given helpdesk nos. 08261922200, 08261033300, 0172-3934667, 09625033300.

10. Contractor must ensure to quote rate for each item. The rate for any item left blank will be Treated as 'zero'.

11. For Registration: open website [www.tenderwizard.com/BSNL](http://www.tenderwizard.com/BSNL) >> Register Me >> Read Instruction Carefully >> Fill Form >> Upload Credential Documents >> Make Registration Charges Payment >> Save Acknowledgement >> Send request Letter on your letter pad (scanned copy) alongwith the documents you uploaded while having registration through email to [twhelpdesk680@gmail.com](mailto:twhelpdesk680@gmail.com) to activate your User Id. After sending of request letter and other documents by you, your user id will be activated within one working day and you will be intimated through email. After activation of your user id you will be able to login.

12. For any help, please contact on 011-49424365 or 0172-3953753. A user manual for vendor (bidder) is also available. (Home page >>Click to view latest circulars / Formats / Manuals >> General >> Vendor Manual\_New Version >> Vendor\_Detailed\_HELP\_MANUAL\_BSNL. ) Bidder has to pay online registration fees toITI Limited as prescribed at [www.tenderwizard.com/BSNL](http://www.tenderwizard.com/BSNL) for getting registered for e-tendering. Other than that bidder has to pay processing fees as applicable for each tender depending on the estimated cost of the tender which can be viewed online on [www.tenderwizard.com/BSNL](http://www.tenderwizard.com/BSNL).

**AGM (Admin)**  
**O/O GMTD Shimla**  
**Phone : 0177-2626600,2624700**

## SECTION-V

### GENERAL (COMMERCIAL) CONDITIONS OF CONTRACT

#### **1.APPLICATION**

The General Conditions shall apply in contracts made by the Purchaser for the procurement of goods.

#### **2.STANDARDS :**

The goods supplied under this contract shall conform to the standards prescribed in the Specifications /Requirement of office/computer stationery.

#### **3.PATENT RIGHTS:**

The supplier shall indemnify the Purchaser against all third party claims of infringement of patent, trade mark or industrial design rights arising from use of the goods or any part thereof in BSNL.

#### **4.PERFORMANCE SECURITY :**

4.1 The supplier shall furnish performance security to the purchaser for an amount of 10% of contract value(after minus EMD amount converted into Security Deposit) within 15 days of the receipt of acceptance letter or as specified in acceptance letter.

4.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete its obligations under the contract.

4.3 The performance security bond shall be in the form of FDR/Bank guarantee issued by a scheduled Bank and in the form provided in the bid document, Section IX and Bank Guarantee/FDR will be valid for 6 months more after the date of expiry of contract ( i.e 18 months) from the date of award of tender.

4.4 The performance security will be discharged by the purchaser after completion of the supplier's performance obligations including warranty obligations under the contract.

4.5 The EMD already deposited will be refunded after the tender is accepted to the successful tender/unsuccessful tender.

4.6 The bid security may be forfeited:

- a) If the bidder withdraws or amends its bid or impairs or derogates from the bid in any respect during the period of bid validity specified by the bidder in the bid form or extended subsequently; or  
If the bidder does not accept the APO/ AWO and / or does not submit the PBG and sign the contract/ agreement.

#### **5. DELIVERY :**

5.1 Delivery of the goods and documents shall be made by the Supplier in accordance with the terms specified by the Purchaser, purchase order and special conditions of contract and the goods shall remain at the risk of the Supplier until delivery has been completed. The delivery of the goods shall be to the ultimate consignee as given in the purchase order.

5.2 The delivery of the goods and documents shall commence immediately on placement of purchase order and be completed as per period specified in purchase order.

## **6.PAYMENT TERMS :**

Payment of 100% shall be made on the receipt of goods by the consignee. For claiming this payment the following documents are to be submitted to the purchase order issuing authority.

- (i) Invoice.
- (ii) Delivery Challan.
- (iii) Receipt from the consignee regarding good condition dully verified.
- (iv) Receipt of goods as per make and specifications approved.

## **7. PRICES :**

7.1 Prices charged by the supplier for Goods delivered and services performed under the Contract shall not be higher from the prices quoted by the Supplier in his Bid. Price once fixed will remain valid for the period of delivery, validity of contract rate of item will remain same during the currency of tender, only variation due to GST/Taxes is permissible.

## **8.SUBCONTRACTS :**

Sub contract will not be allowed.

## **9.DELAY IN THE SUPPLIER'S PERFORMANCE :**

9.1 Delivery of the Goods and performance of services shall be made by the Supplier in accordance with the time schedule specified by the purchaser in its Purchase order. In case the supply is not completed in the stipulated delivery period, as indicated in the Purchase Order, purchaser reserves the right either to short closed/cancel this purchase order and/or recover liquidated damage charges. The cancellation/short closing of the order shall be at the risk and responsibility of the supplier and purchaser reserves the right to purchase balance unsupplied item at the risk and cost of the defaulting vendor.

9.2 Delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to any or all of the following sanctions, forfeiture of its performance security imposition of liquidated damages and/or termination of the contract for default.

9.3 If at any time during performance of the Contract the supplier should encounter conditions impeding timely delivery of the goods and performance of service, the supplier shall promptly notify to the Purchaser in writing of the fact of the delay, its likely duration and its causes(s). As soon as practicable after receipt of the supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the period for performance of the contract after discussion with the supplier.

## **10.LIQUIDATED DAMAGES :**

The date of delivery of the goods stipulated in the acceptance purchase order should be deemed to be the essence of the contract and delivery must be completed not later than the dates specified therein. Extension will not be given except in exceptional circumstances. Should, however, deliveries be made after expiry of the contract delivery period without prior concurrence of the Purchaser and be accepted by the consignees, such deliveries will not deprive the Purchaser of his recover liquidated damages under clause 11.1 below.

10.1 If the supplier fails to deliver the goods within the period prescribed for delivery, the purchaser shall be entitled to recover 1 % of the value of the delayed supply for each week of delay or part thereof for a period up to 4 weeks and thereafter the rate of 0.5% of the value of delayed supply for each day of delay or part thereof for another 2 weeks of delay. The total penalty should not be more than 10% of the value of the Purchase Order.

#### **11.FORCE MAJEURE :**

11.1 If any time, during the continuance of this contract, the performance in whole or in part by either party or any obligation under this contract shall be prevented or delayed by reason of any war, or hostility, acts of the public enemy, civil commotion sabotage, fires, floods, explosions, epidemics, quarantine restrictions, 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 event be entitled to terminate this contract nor shall either party have any such claim for damages against the other in respect of such non-performance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such event may come to an end or cease to exist, and the decision of the Purchaser as to whether the deliveries have been resumed or not shall be final and conclusive, provided further 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.

11.2 Provided also that if the contract is terminated under this clause, the Purchaser shall be at liberty to take over from the contractor at a price to be fixed by the Purchaser, which shall be final, all unused, undamaged and acceptable materials, bought out components and stores in the course of manufacture in possession of the contractor at the time of such termination of such portions thereof as the Purchaser may deem fit excepting such materials bought out components and stores as the contacts may the concurrence of the Purchaser elect to retain.

#### **12.TERMINATION FOR DEFAULT :**

12.1 The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the Supplier, terminate this Contract in whole or in part.

- a) If the Supplier fails to deliver any or all of the goods with in time period (s) specified in the purchase order or any extension thereof granted by the Purchaser .
- b) If the Supplier fails to perform any other obligation(s) under Contract :  
and
- c) If the Supplier in either of the above circumstance(s) does not remedy his failure with in a period of 30 days (or such longer period as Purchaser may authorise in writing) after receipt of the default notice from Purchaser.

12.2 In the event the Purchaser terminates the contract in whole or in part, pursuant to the Purchaser may procure, upon such terms and in such manners as it deems appropriate, goods similar to those undelivered and the Supplier shall be liable to the Purchaser for any excess cost for such similar goods. However, the Supplier shall continue performance of the contract to the extent not terminated.

### **13.TERMINATION FOR INSOLVENCY :**

The Purchaser may at any time terminate the Contract by giving written notice to the Supplier, without compensation to Supplier, if the Supplier becomes bankrupt or otherwise insolvent as declared by the competent court provided that such termination will not prejudice or affect any right or action or remedy which has accrued or will accrue thereafter to the Purchaser.

### **14.ARBITRATION :**

- 14.1 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 with in six months from the date of completion of work to the sole arbitration of the Chief General Manager HP Telecom Circle, Shimla 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 being entrusted whether in addition to the functions of the CGM HP Telecom Circle, Shimla or by whatever designation such officers may be called (hereinafter referred to as the said officer) and the Chief General Manager HP Telecom Circle, Shimla the said officer is unable or unwilling to act as such to the sole arbitration or some other person appointed by Chief General Manager HP Telecom Circle, Shimla, or the said officer. The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act, 2015 There will be no objection to any such appointment that the arbitrator is Nigam servant or that he has to deal with the matter to which the agreement relates or that in the course of his duties as Nigam 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 refered being transferred or vacating his office or being unable to act for any reasons whatsoever such Chief General Manager HP Telecom Circle, Shimla or the said officer shall appoint 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 predecessors.
- 14.2 The arbitrator may from time to time with the consent of parties enlarge the time for making and publishing the award. Subject to aforesaid Indian 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.
- 14.3 The venue of the arbitration proceeding shall be the Office of the Chief GeneralManager Telecom. Himachal Circle, Shimla or such other Places as the arbitrator may decide.

15 . **SET OFF :**

Any sum of money due and payable to the contractor (including security deposit refundable to him) under this contract may be appropriated by the purchaser or the Nigam or any other person or persons contracting through the BSNL and set off the same against any claim of the Purchaser or Nigam or such other person for payment of a sum of money arising out of this contract made by the Contractor with Purchaser of Nigam or such other person of persons contracting through Nigam.

**16 COURT JURISDICTION**

16.1 Any dispute arising out of the tender/ bid document/ evaluation of bids/ issue of APO shall be subject to the jurisdiction of the competent court at the place from where the NIT/ tender has been issued.

16.2 Where a contractor has not agreed to arbitration, the dispute/ claims arising out of the Contract/ PO entered with him shall be subject to the jurisdiction of the competent Court at the place from where Contract/ PO has been issued. Accordingly, a stipulation shall be made in the contract as under.

**“This Contract/ PO is subject to jurisdiction of Court at Shimla only”.**

**Note:-** *Mandatory Licensing requirements with regards to security related concerns issued by the Government of India from time-to-time shall be strictly followed and appropriate clauses shall be added in all bid documents. Necessary guidelines in this regard shall be issued separately.*

**Schedule of Requirement**

**Section-VI(Annexure-A)**

<b>Sr. No.</b>	<b>Name of Item</b>	<b>Make</b>	<b>Items Proposed to purchase</b>
	<b>FLOPPIES &amp; CDRs</b>		
1	CD Recordable 52X[Jewel] With Cover	Sony	220
2	CD Rewriteable(Jewel) With Cover	Sony	60
3	DVDW 4.7 GB Jewelwith cover	Sony	130
	<b>LASER TONERS</b>		
4	12A		18
5	24A		10
6	3117 XEROX	Xerox	4
7	ML 2010 SERIES(P)	SAMSUNG	20
8	P-1005,P-1006(35 A)	HP	13
9	P-1007(88-A)	HP	20
10	P-1505(36-A)	HP	25
11	SP210SU	Ricoh	6
12	1616NW-TN-1020	Brother	30
13	2701DW-TN-2365	Brother	15
14	2250-TN-2280	Brother	10
15	2321-TN-2365	Brother	20
	<b>INKJET CARTRIDGES</b>		
16	1180-C,45 ( Black)	HP	16
17	21B[Black]	HP	75
18	22A[Coloured]	HP	28
19	3550 Series [Black] 27 no	HP	40
20	3550 Series [Coloured] 28No.	HP	15
21	56 No. Black	HP	10
22	685 (Black)	HP	20
23	685(Coloured)Cyan, Yellow, Magenta	HP	10
24	704(Black)	HP	5
25	950 XL (Black)	HP PRO 8600+	30
26	951 XL(Cyan)	HP PRO 8600+	20
27	951 XL(magenta)	HP PRO 8600+	20
28	951 XL(Yellow)	HP PRO 8600+	20
29	CE 255A-55A	HP	8
	<b>COMPUTER RIBBONS</b>		
30	LX-800	Prodot	150
	<b>COMPUTER PAPER</b>	<b>Make</b>	
31	10X12X1 80 gsm	Century Paper	100



	<b>Computer accessories</b>		
32	Mouse Scroll	Prodot	62
33	Mouse Pad [Superior]	HP	45
34	Key board	PS2/USB	45
	<b>Office Stationery</b>		
35	Ammonia Paper Roll Size 1.02X10M	Citizen	30
36	Attendance register	2 quire	20
37	Ball pen	Cello Griper	3500
38	Brown Tape 2" Packing	Large Size	560
39	Calculator 12 Digit MJ-120	Casio	90
40	Calculator 12 Digit OT 512	Orpat	60
41	Candles	Big size	470
42	Carbon paper (Blue)	Kores Sapphire	28
43	Cello Tape 1"	Large Size	760
44	Computer Duster	24x24	320
45	Correction Pen	Luxar	130
46	Cotton Laces (Green)	36"	470
47	Cotton Tags	Superior Quality	950
48	Dak Pad (Raxin)	Raxin	60
49	Damper plastic	KD2031	120
50	Desk Diary Refils 2014	Superior	110
51	Drawing Pins	S.Q.	80
52	Drawing Sheet	Jindal	44
53	Dust Bin plastic Large	Superior	100
54	Duster cotton large	24"x24"	2300
55	Envelops window Taj	11"x5"	40000
56	Envelops ( Taj)	9"x4"	3000
57	Envelops ( Taj)	11"x5"	30000
58	Envelops cloth (Ballarpur)	10"x12"	7500
59	Envelops cloth (Ballarpur)	16"x12"	7500
60	Eraser Large	Non Dust	280
61	Fax Film 100 Mtr	panasonic KX-FM 131	35
62	Fax Film 50 Mtr	panasonic KX-FHZ- 331/332/351	45
63	Fevi Stick Big 15gm	Kores	300
64	File Board with cloth flap	Superior White	6500
65	File covers Clip type (Plastic)	Plastic	550
66	File covers L Shape (Plastic)	Plastic	2200
67	File Covers laminated	S.Q.	18000
68	File covers with cloth & printing	Superior Quality	11000

69	Gum Paste( Bottle ) 700 ml	Hansa	60
70	Gum Paste (Phials) 150 ml	Hansa	175
71	Gum tube Small	Kores	1200
72	Jetter Ball Pen	Rorito	470
73	Note sheet pad (17x27/.4 B'pur	100 sheet green	1100
74	Office Tray plastic	Omega	110
75	OHP Marker Pen	Luxar	450
76	Paper Cutter Large	S.Q.	120
77	Paper Cutter Small	S.Q.	100
78	Paper Pins 100 gms	Superior (Ever Bright)	170
79	Paste-it Pads Oddy	1.5"x2"	140
80	Paste-it Pads Oddy	3"x3"	420
81	Pen Holders	Kebica	100
82	Pen Stand(without Pens) Acrylic Kebica	2 Pens	20
83	Pen Stand(without Pens) Acrylic Kebica	4 Pens	30
84	Pencil HB	Natraj	620
85	Photostat paper-JK original or spectra	A-4 Size 75 GSM	3700
86	Photostat paper-JK original or spectra	A-3 size 75 GSM	60
87	Photostat paper-JK original or spectra	F.S.size 75 GSM	130
88	Pilot Pen	Luxor	140
89	Pilot Pen Hi-Tech V-5	Luxor	550
90	Pin Cushion	TAN80	80
91	Plotter Paper Roll Size 36"	Oddy	35
92	Plastic Folder	Solo RC-603	370
93	Pocker	Plastic handle	220
94	Punching machine (Kangaroo 1-hole	Single Punch	60
95	Punching machine (Kangaroo DP 600	Double Punch	40
96	Register	8 quire cloth bind	450
97	Register	6 quire cloth bind	150
98	Register Rules 16x26/4 Orient	2 quire 96 pages	350
99	Register Rules 16x26/4 Orient	3 quire 144 pages	440
100	Register Rules 16x26/4 Orient	4 quire 192 pages	560
101	Register Rules 16x26/4 Orient	5 quire 240 pages	260

102	Register Rules 16x26/4 Orient	6 quire 288 pages	615
103	Register Rules 16x26/4 Orient	8 quire 336 pages	95
104	Re-stick Prompts (Coloured) 3 colour	Oddy	500
105	Ring Binder File/ Index File	S.Q.	150
106	Rotering Ink	Rotering	35
107	Rotering Pen Size 0.2 to 2mm	Rotering	25
108	Rubber Band (flourocent)	Naylon	550
109	Scale plastic	12"	160
110	Sealing Wax ISI Mark	Ayatrad	200
111	Sharpners (Superior)	Natraj	240
112	Short hand note book	160 pages	70
113	Short hand note pencil	Apsra	60
114	Sketch pen	Luxor	310
115	Slip pad medium	80 Sheet #33	180
116	slip pad small	80 Sheet #22	170
117	Spiral Note Book	80 Sheets	500
118	Stamp pad (Supreme) 110x70	Medium size	320
119	Stamp pad (Supreme) 97x160	Large Size	130
120	Staple Pins No. 10	Kangroo Original	1800
121	staple Pins No. 24/6	Kangroo Original	220
122	Stapler No. 24/6	Kangroo Original	120
123	Stapler No.10	Kangroo Original	340
124	Stock register	4 quire cloth bind	115
125	Stock register	8 quire cloth bind	120
126	Table Top 18x24,10mm	Acrylic	5
127	Thread Ball	Green thick	65
128	Tracing Paper Roll 90/100 Size-36" (45 Mts)	Gateway/ Oddy	50
129	U/V clips plastic coated	Globe	150
130	Upliner Highlighter Luxer	Luxer	230
131	White Board Marker P	Large Size	225
132	White Fluid	Kores	320

Note: The quantity stated above are estimated and BSNL reserves the right to vary the quantity to the extent of -25 % to +25 % of specified quantity without any change in unit price or other terms & conditions.

**DRAFT OF AGREEMENT**

**(On Non-Judicial Stamp Paper of Rs.100/- only)**

1. This agreement made the \_\_\_\_\_ day of \_\_\_\_\_ 2018 between the Managing Director BSNL acting through General Manager Telecom District, Shimla (hereinafter referred to as "the Nigam") of the one part; and of (Name and Address of approved supplier) \_\_\_\_\_ (hereinafter referred to as "the supplier") of the other part.
2. Whereas the Nigam is desirous that certain goods and ancillary services should be provided by the supplier, viz. (brief description of goods and services) supply etc; of \_\_\_\_\_ and has accepted/approved a tender submitted by the supplier in response to the Nigam Tender document reference (NIT NO. \_\_\_\_\_ dated \_\_\_\_\_ ) for the supply of those goods and services at the rates as mentioned in Acceptance/Approval letter.
3. Now this agreement witnessed as follows:
4. In this agreement words and expressions shall have the same meaning as in the terms and conditions in the above referred tender documents.
5. The following documents shall be deemed to form and be read and constructed as part of this agreement, viz. :
  - the NIT, Tender form, the supplier's offer and the price schedule submitted (up to the limit it has been accepted in writing by the Nigam in the acceptance letter/purchase order);
  - the schedule of requirement/ list of items and the technical specifications in the above referred tender documents.
  - the acceptance/approval letter No. \_\_\_\_\_ dated \_\_\_\_\_.
6. In consideration of the payment to be made by the Nigam to the supplier as hereinafter mentioned, the supplier hereby covenants with the Nigam to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Nigam acceptance letter/purchase letter and tender documents.
7. The Nigam hereby covenants to pay the supplier in consideration of the provision of the goods and services and the remedying of defects therein the contract price or such other sum as may become payable under the provision of the tender documents and acceptance/purchase letter.
8. In the witness whereof the parties hereto have caused this agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, sealed and  
delivered  
by the said (for the Nigam)

Signed, sealed and  
delivered  
by the said (for the  
Supplier)

(Witness) in the presence of:

(Witness) in the presence of

## **Section - VIII**

### **INFORMATION ABOUT TENDERER**

(TO BE FURNISHED AND RETURNED BY TENDERER)

1. Full Name under which tenderer is trading.
2. Address of tenderer
3. Phone No. and Fax No.
4. Constitution of Tenderer (Proprietorship/Partnership/Pvt. Ltd./Ltd.)
5. Name of the Proprietor or partners or Directors (as the case may be)
6. Partnership is registered? Furnish particulars of registration.
7. How long tenderer is in this business?
8. Name and address of regular customers/. Clients.
9. Banker Name and address
10. Income tax permanent account number (PAN)
11. GST Number
12. Declaration by the tenderer

I/We hereby certify that particulars furnished above are true to best of my/our knowledge and belief(s). It is understood that information furnished will treated as confidential and will not be divulged.

## Section – IX

### **BHARAT SANCHAR NIGAM LIMITED** **OFFICE OF THE GENERAL MANAGER TELECOM. DISTRICT SHIMLA**

#### **PROFORMA OF PERFORMANCE SECURITY DEPOSIT** **Performance Security Deposit Exemption Bank Guarantee (on Non Judicial stamp paper of RS.100/-)**

**The Chief Managing Director, BSNL,  
Acting through General Manager Telecom District , Shimla**

1. In Consideration of the Chief Managing Director, BSNL, acting through GMTD, Shimla (hereinafter called "the beneficiary") having agreed to exempt \_\_\_\_\_ (Name and address of supplier) \_\_\_\_\_ (hereinafter called "The said Supplier") from the demand under the terms and conditions of provisional Acceptance/Approval letter No. \_\_\_\_\_ dated \_\_\_\_\_ given by the beneficiary to the said supplier, for the Tender No. \_\_\_\_\_ dated \_\_\_\_\_ for supply of \_\_\_\_\_ (hereinafter called "the said tender terms"); of performance security deposit for the due fulfilment by the said supplier of the terms and conditions contained in the said tender terms on production of Bank guarantee for Rs. \_\_\_\_\_ (in words Rs. \_\_\_\_\_ only) ; We \_\_\_\_\_ Name and Address of Bank \_\_\_\_\_, (hereinafter referred as the "Bank") at the request of supplier do hereby undertake to pay to the beneficiary an amount not exceeding Rs. \_\_\_\_\_ (In words \_\_\_\_\_ only) against any loss or damage caused to or suffered to or would be caused to or suffered by the beneficiary by reason of any breach by the said supplier of any of the terms and conditions contained in the said tender terms.

2. We, \_\_\_\_\_ Name & Address of Bank \_\_\_\_\_ do hereby undertake to pay the amount due and payable under this guarantee without any demure, merely on a demand from the beneficiary stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the beneficiary by reason of any breach by the said supplier of any of the terms and conditions contained in the said Tender terms or by reason of the supplier failure to perform as per the said tender terms. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. \_\_\_\_\_ (in words Rs . \_\_\_\_\_ only).

3. We, \_\_\_\_\_ Name & Address of Bank \_\_\_\_\_ undertake to pay to the beneficiary any money so demanded notwithstanding any dispute or disputes raised by the supplier in any suit or proceeding pending before any court and tribunal relating thereto out liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and supplier shall have no claim against us for making such payment.

4. We, \_\_\_\_\_ Name & Address of Bank \_\_\_\_\_, further agreed that the guarantee herein contained will remain in full force and effect during the period that would be taken for the performance of said tender terms and that it shall continue to be enforceable till all the dues of the beneficiary under or by virtue of the said tender terms have been fully paid and its claim satisfied or discharged or till the beneficiary certified that the terms and conditions of the said tender terms have been fully and properly carried out by the said supplier and accordingly discharges the guarantee. The demand if any for payment under the terms of this contract shall be made by the beneficiary within the said period of \_\_\_\_\_ (date of expiry of warranty) only.

The beneficiary may enforce the right pursuant to such demand in any court or tribunal in accordance of law.

5. We, \_\_\_\_\_ Name & Address of Bank \_\_\_\_\_, further agreed with the beneficiary that the beneficiary shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary the terms and conditions of the said tender terms of to extend time of performance by the said supplier from time to time or to postpone for any time or time to time any of the powers exercisable by the beneficiary against the said supplier and to forbear or enforce any of the terms and conditions relating to the said supplier of for any forbearance act or omission on the part of the beneficiary or any indulgence by the beneficiary to the said supplier or by the any such matter or thing whatsoever which under the law relating to sureties would but for the provisions have effect of so relieving us.

6. This guarantee shall not be discharged due to the change in the constitution of the bank or of the said supplier.

7. We, \_\_\_\_\_ Name & Address of Bank \_\_\_\_\_, lastly under take not to revoke this guarantee during its currency except with the previous consent of the beneficiary in writing.

Dated \_\_\_\_\_

Place \_\_\_\_\_

with seal

Signature of Bank

**SECTION-X**  
**UNDERTAKING & DECLARATION**

**IX(A)** - For understanding the terms & condition of Tender & Spec. of work

**a) Certified that:**

1. I/ We ..... have read, understood and agree with all the terms and conditions, specifications included in the tender documents & offer to execute the work at the rates quoted by us in the tender form.
2. If I/ We fail to enter into the agreement & commence the work in time, the EMD/ SD deposited by us will stand forfeited to the BSNL.

**b) The tenderer hereby covenants and declares that:**

1. All the information, Documents, Photo copies of the Documents/ Certificates enclosed along with the Tender offer are correct.
2. If anything is found false and/or incorrect and/or reveals any suppression of fact at any time, BSNL reserves the right to debar our tender offer/ cancel the LOA/ Purchase/ work order if issued and forfeit the EMD/ SD/ Bill amount pending with BSNL. In addition, BSNL may debar the contractor from participation in its future tenders.
3. no addition / deletion / corrections have been made in the downloaded tender document being submitted and it is identical to the tender document appearing on the website.  
In case of any correction/ addition/ alteration/ omission in the tender document, the tender bid shall be treated as non responsive and shall be rejected summarily

Date: .....

.....

Signature of Tenderer

Place: .....

Name of Tenderer .....

Along with date & Seal



**(C) For Letter of Authorization for attending Bid Opening Event.**

(To be typed preferably on letter head of the company)

**Subject:** Authorization for attending Bid opening

I/ We Mr. /Ms. .... have submitted our bid for the tender no..... in respect of.....  
..... (Item of work) which is due to open on..... (date) in the Meeting Room, O/o  
.....

We hereby authorize Mr. / Ms. ....& Mr. / Ms..... (alternative) whose signatures are attested below, to attend the bid opening for the tender mentioned above on our behalf.

.....

Signature of the Representative

.....

Name of the Representative

.....

Signature of the alternative Representative

.....

Name of the alternative Representative

Above Signatures Attested

Signature of Bidder/ Officer authorized to sign  
on behalf of the Bidder

**Note 1:** Only one representative will be permitted to attend the Bid opening

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

**SECTION- XI**  
**Bidder's profile & Questionnaire.**

Tenderer / Bidder's Profile & Questionnaire  
 (To be filled in and submitted by the bidder)

**A) Tenderer's Profile**

1. Name of the Individual/ Firm: .....
2. Present Correspondence Address .....
- .....
- Telephone No. .... Mobile No. ....
- FAX No.....
3. Address of place of Works/ Manufacture .....
- .....
- Telephone No. .... Mobile No. ....
4. State the Type of Firm: Sole proprietor-ship/partnership firm / (Tick the choice): correct Private limited company.
5. Name of the sole proprietor/ partners/ Director(s) of Pvt. Ltd Co.:

S. No.	Name	Father's Name	Designation
1.			
2.			
3.			
4.			
5.			

6. Name of the person authorized to enter into and execute contract/ agreement and the capacity in which he is authorized (in case of partnership/ private Ltd company):  
 .....
7. Permanent Account No. : .....
8. Details of the Bidder's Bank for effecting e-payments:
  - (a) Beneficiary Bank Name:.....
  - (b) Beneficiary branch Name:.....
  - (c) IFSC code of beneficiary Branch.....
  - (d) Beneficiary account No.:.....
  - (e) Branch Serial No. (MICR No.):.....

**B) Questionnaire**

1. Do you think any other detail/ material is required to complete the work specified in the

specification? Yes/ No.

If Yes, Give details

.....  
.....

2. Do you think any other item of work need be included in tender form to complete the work specified in the specification? Yes/ No.

2.1 If Yes, Give details

.....  
.....

3. Kindly indicate the maximum Quantity of tendered material which you are capable of supplying within the scheduled delivery period.

Name of the tendered Item	Qty that can be supplied by the firm within scheduled delivery period.

4. Suggestion for improvement of the tender document.

.....  
.....  
.....

Place.....

Signature of contractor .....

Date .....

Name of Contractor .....

**SECTION-XII**  
**BID FORM for Procurement of Computer**  
**Consumable & office Stationery**

**To** ..... **From,** .....

.....  
 .....  
<complete address of the purchaser> ..... <complete address of the Bidder>  
 .....  
 .....  
 .....  
 Bidder's Reference No:.....  
 ...Dated.....

**Ref:** TENDER ENQUIRY NO.1-085/2018-19/General/11 dated 23/06/2018

1. Having examined the above mentioned tender enquiry document including amendment/ clarification/ addenda Nos. .... dated .....the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver ..... in conformity with the said conditions of contract and specifications for the sum shown in the schedule of prices attached herewith and made part of the financial Bid.
2. Bid submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.
3. We agree to abide by this Bid for a period of 150 days from the date fixed for Bid opening or for subsequently extended period, if any, agreed to by us. This bid shall remain binding upon us up to the aforesaid period.
4. We understand that you are not bound to accept the lowest or any bid, you may receive.
5. If our Bid is accepted, we will provide you with a performance guarantee from a Scheduled Bank for a sum @ 10% of the contract value for the due performance of the contract.
6. If our Bid is accepted, we undertake to complete delivery of all the items and perform all the services specified in the contract in accordance with the delivery schedule specified in the Section-2 (Tender Information).
7. Until a formal Purchase Order of Contract is prepared and executed, this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.

Dated: ..... day of 2018

.....

Witness

Signature.....

Name .....

Address  
.....

Signature .....

Name .....

In the capacity of  
.....

Duly authorized to sign the bid for  
and on  
behalf of

.....

**Schedule of Rates**  
**(For View Purpose Only)**

The schedule given herein is only for view purpose. Bidder has to download the excel file given on website after he applies for tender, fill rates in excel file and upload the same on website.)

<b>Schedule of rates for the tender of computer consumable &amp; office Stationery</b>						
<b>Name of Bidder:</b>						
<b>Sr. No.</b>	<b>Name of Item</b>	<b>Make</b>	<b>Unit</b>	<b>No. of Items</b>	<b>Rates excluding GST</b>	<b>Total cost</b>
	<b>FLOPPIES &amp; CDRs</b>					
1	CD Recordable 52X[Jewel] With Cover	Sony	Each	220		
2	CD Rewriteable(Jewel)With Cover	Sony	Each	60		
3	DVDW 4.7 GB Jewel with cover	Sony	Each	130		
	<b>LASER TONERS</b>					
4	12A	HP	Each	18		
5	24A	HP	Each	10		
6	3117 XEROX	Xerox	Each	4		
7	ML 2010 SERIES(P)	SAMSUNG	Each	20		
8	P-1005,P-1006(35 A)	HP	Each	13		
9	P-1007(88-A)	HP	Each	20		
10	P-1505(36-A)	HP	Each	25		
11	SP210SU	Ricoh	Each	6		
12	1616NW-TN-1020	Brother	Each	30		
13	2701DW-TN-2365	Brother	Each	15		
14	2250-TN-2280	Brother	Each	10		
15	2321-TN-2365	Brother	Each	20		
	<b>INKJET CARTRIDGES</b>					
16	1180-C,45 ( Black)	HP	Each	16		
17	21B[Black]	HP	Each	75		
18	22A[Coloured]	HP	Each	28		
19	3550 Series [Black] 27 no	HP	Each	40		
20	3550 Series [Coloured] 28No.	HP	Each	15		
21	56 No. Black	HP	Each	10		
22	685 (Black)	HP	Each	20		
23	685(Coloured)Cyan, Yellow, Magenta	HP	Each	10		
24	704(Black)	HP	Each	5		

25	950 XL (Black)	HP PRO 8600+	Each	30		
26	951 XL(Cyan)	HP PRO 8600+	Each	20		
27	951 XL(magenta)	HP PRO 8600+	Each	20		
28	951 XL(Yellow)	HP PRO 8600+	Each	20		
29	CE 255A-55A	HP	Each	8		
	<b>COMPUTER RIBBONS</b>					
30	LX-800	Prodot	Each	150		
	<b>COMPUTER PAPER</b>	<b>Make</b>				
31	10X12X1 80 gsm	Century Paper	1000 Sheets	100		
	<b>Computer accessories</b>					
32	Mouse Scroll	Prodot	Each	62		
33	Mouse Pad [Superior]	HP	Each	45		
34	Key board	PS2/USB	Each	45		
	<b>Office Stationery</b>					
35	Ammonia Paper Roll Size 1.02X10M	Citizen	Per Roll	30		
36	Attendance register	2 quire	Each	20		
37	Ball pen	Cello Griper	Each	3500		
38	Brown Tape 2" Packing	Large Size	Each	560		
39	Calculator 12 Digit MJ-120	Casio	Each	90		
40	Calculator 12 Digit OT 512	Orpat	Each	60		
41	Candles	Big size	Each	470		
42	Carbon paper (Blue)	Kores Sapphire	Per Box	28		
43	Cello Tape 1"	Large Size	Each	760		
44	Computer Duster	24x24	Each	320		
45	Correction Pen	Luxar	Each	130		
46	Cotton Laces (Green)	36"	Per Bunch	470		
47	Cotton Tags	Superior Quality	Per Bunch	950		
48	Dak Pad (Raxin)	Raxin	Each	60		
49	Damper plastic	KD2031	Each	120		
50	Desk Diary Refills 2014	Superior	Each	110		
51	Drawing Pins	S.Q.	Per Pkt	80		
52	Drawing Sheet	Jindal	Each	44		
53	Dust Bin plastic Large	Superior	Each	100		
54	Duster cotton large	24"x24"	Each	2300		

55	Envelops window Taj	11"x5"	Each	40000		
56	Envelops ( Taj)	9"x4"	Each	3000		
57	Envelops ( Taj)	11"x5"	Each	30000		
58	Envelops cloth (Ballarpur)	10"x12"	Each	7500		
59	Envelops cloth (Ballarpur)	16"x12"	Each	7500		
60	Eraser Large	Non Dust	Each	280		
61	Fax Film 100 Mtr	panasonic KX-FM 131	Each	35		
62	Fax Film 50 Mtr	panasonic KX-FHZ-331/332/351	Each	45		
63	Fevi Stick Big 15gm	Kores	Each	300		
64	File Board with cloth flap	Superior White	Each	6500		
65	File covers Clip type (Plastic)	Plastic	Each	550		
66	File covers L Shape (Plastic)	Plastic	Each	2200		
67	File Covers laminated	S.Q.	Each	18000		
68	File covers with cloth & printing	Superior Quality	Each	11000		
69	Gum Paste( Bottle ) 700 ml	Hansa	Each	60		
70	Gum Paste (Phials) 150 ml	Hansa	Each	175		
71	Gum tube Small	Kores	Each	1200		
72	Jetter Ball Pen	Rorito	Each	470		
73	Note sheet pad (17x27/.4 B'pur	100 sheet green	Each	1100		
74	Office Tray plastic	Omega	Each	110		
75	OHP Marker Pen	Luxar	Each Set	450		
76	Paper Cutter Large	S.Q.	Each	120		
77	Paper Cutter Small	S.Q.	Each	100		
78	Paper Pins 100 gms	Superior (Ever Bright)	Each Pkt	170		
79	Paste-it Pads Oddy	1.5"x2"	Each Pkt	140		
80	Paste-it Pads Oddy	3"x3"	Each Pkt	420		
81	Pen Holders	Kebica	Each	100		
82	Pen Stand(without Pens) Acrylic Kebica	2 Pens	Each	20		
83	Pen Stand(without Pens) Acrylic Kebica	4 Pens	Each	30		
84	Pencil HB	Natraj	Each	620		



85	Photostat paper-JK original or spectra	A-4 Size 75 GSM	Per Ream	3700		
86	Photostat paper-JK original or spectra	A-3 size 75 GSM	Per Ream	60		
87	Photostat paper-JK original or spectra	F.S.size 75 GSM	Per Ream	130		
88	Pilot Pen	Luxor	Each	140		
89	Pilot Pen Hi-Tech V-5	Luxor	Each	550		
90	Pin Cushion	TAN80	Each	80		
91	Plotter Paper Roll Size 36"	Oddy	Each Roll	35		
92	Plastic Folder	Solo RC-603	Each	370		
93	Poker	Plastic handle	Each	220		
94	Punching machine (Kangaroo 1-hole)	Single Punch	Each	60		
95	Punching machine (Kangaroo DP 600)	Double Punch	Each	40		
96	Register	8 quire cloth bind	Each	450		
97	Register	6 quire cloth bind	Each	150		
98	Register Rules 16x26/4 Orient	2 quire 96 pages	Each	350		
99	Register Rules 16x26/4 Orient	3 quire 144 pages	Each	440		
100	Register Rules 16x26/4 Orient	4 quire 192 pages	Each	560		
101	Register Rules 16x26/4 Orient	5 quire 240 pages	Each	260		
102	Register Rules 16x26/4 Orient	6 quire 288 pages	Each	615		
103	Register Rules 16x26/4 Orient	8 quire 336 pages	Each	95		
104	Re-stick Prompts (Coloured) 3 colour	Oddy	Each Pkt	500		
105	Ring Binder File/ Index File	S.Q.	Each	150		
106	Rotering Ink	Rotering	Each	35		
107	Rotering Pen Size 0.2 to 2mm	Rotering	Per Tube	25		
108	Rubber Band (flourocent)	Naylon	250 Gms	550		
109	Scale plastic	12"	Each	160		
110	Sealing Wax ISI Mark	Ayatrad	Each	200		
111	Sharpeners (Superior)	Natraj	Each	240		
112	Short hand note book	160 pages	Each	70		

113	Short hand note pencil	Apsra	Each	60		
114	Sketch pen	Luxor	Each Pkt	310		
115	Slip pad medium	80 Sheet #33	Each	180		
116	slip pad small	80 Sheet #22	Each	170		
117	Spiral Note Book	80 Sheets	Each	500		
118	Stamp pad (Supreme) 110x70	Medium size	Each	320		
119	Stamp pad (Supreme) 97x160	Large Size	Each	130		
120	Staple Pins No. 10	Kangroo Original	Each	1800		
121	staple Pins No. 24/6	Kangroo Original	Each	220		
122	Stapler No. 24/6	Kangroo Original	Each	120		
123	Stapler No.10	Kangroo Original	Each	340		
124	Stock register	4 quire cloth bind	Each	115		
125	Stock register	8 quire cloth bind	Each	120		
126	Table Top 18x24,10mm	Acrylic	Each	5		
127	Thread Ball	Green thick	Each Roll	65		
128	Tracing Paper Roll 90/100 Size-36" (45 Mts)	Gateway/Oddy	Each	50		
129	U/V clips plastic coated	Globe	Each Pkt	150		
130	Upliner Highlighter Luxer	Luxer	Each	230		
131	White Board Marker P	Large Size	Each	225		
132	White Fluid	Kores	Each	320		
Grand Total						