



**BHARAT SANCHAR NIGAM LIMITED**  
(A Govt. of India Enterprise)  
**OFFICE OF THE GENERAL MANAGER TELECOM DISTRICT RAIPUR, (C.G.)**

**BID DOCUMENT**

Tender no. W-1-18/GMTDR/Ltd.-Tender-133/ Toner Refilling /2018-19/8

Dated: 08/01/2019

**LIMITED TENDER FOR SUPPLY & REFILLING OF TONER  
UNDER, GMTD RAIPUR**

From No.-----

Cost of Bid Documents 590/-

R.no. & Date -----

Issued To,

\_\_\_\_\_

**Issued By**  
**SDE (Tech) O/o GMTD Raipur (C.G.)**

**Read this tender document thoroughly**

कृपया टेंडर डॉक्यूमेंट को ध्यान से पढ़ें

**Note: Kindly see all clarification / Corrigendum & Read carefully before  
submission of bid & ensure that all documents submitted are fully authenticated  
by the authorized signatory**

**Office of the General Manager Telecom. District**  
**BSNL RAIPUR SSA**  
Fafadih Raipur (C.G.)  
0771-2537766 & agmnwpryp@gmail.com  
website : [www.chhattisgarh.bsnl.co](http://www.chhattisgarh.bsnl.co)

W-1-18/GMTDR/ Ltd. Tender-133/ Toner Refilling/2018-19  
BHARAT SANCHAR NIGAM LIMITED  
(A Govt. of India Enterprise)  
**OFFICE OF THE GENERAL MANAGER TELECOM DISTRICT RAIPUR, (C.G.)**

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**Bharat Sanchar Nigam Limited**

(A Govt. of India Enterprise)

OFFICE OF THE GENERAL MANAGER TELECOM DISTRICT FAFADIH RAIPUR -492009

NIT No.: W-1-18/GMTDR/ Ltd. Tender-133 / Toner Refilling /2018-19/8

Dated: 08/01/2019

Limited Tender is invited for and on behalf of BSNL by the GENERAL MANAGER TELECOM DISTRICT, Raipur from the eligible and experienced contractors for the following works:

**NOTICE INVITING TENDER**

1	Name of Work	<b>LIMITED TENDER FOR SUPPLY &amp; REFILLING OF TONER UNDER GMTD RAIPUR</b>
2	Tender NIT No	<b>W-1-18/GMTDR/ Ltd. Tender-133/ Toner Refilling /2018-19/8 Dated:08/01/2019</b>
3	Validity of tender offer	180 days from opening date.
4	Business Area (BA) /details of work	GMTD Raipur
4a	Name of Unit	GMTD Raipur
5	Estimates Cost (in Rs (Apprx).	<b>Rs. 85,000/- (Rs. Eighty Five Thousand Only)</b>
6	EMD ( Rs)	<b>Rs. 2,125/- (Rs. Two Thousand One Hundred Twenty Five Only)</b>
7	Cost of Tender Document (Rs)	<b>Rs. 590/- (Rupees Five Hundred Ninety Only).</b>
8	<b>Experience</b>	Firms having successfully completed similar works in BSNL/ DOT / MTNL / Central / State Govt. / PSU during last Three years from the date of NIT. <b>Experience of Rs. 29,750/- or more as includes the work related to the Computer Accessories Supply or Printers &amp; their cartridges supply/ Refilling.</b> The experience certificate issued by Class-1 Officer/ Group –A Officer /Circle Project head in the case of any PSU /BSNL & Gazetted Group “B” Officer in case of Central / State Govt. Department .
9	<b>Procurement of Tender Document :</b>	(i)Tender fee amount of <b>Rs. 590/- (Rupees Five Hundred Ninety Only).</b> Tender Documents purchased from The SDE (Tech) O/o GMTD, BSNL, Raipur. (ii)Tender document can also be downloaded from BSNL Website: — <a href="http://www.chhattisgarh.bsnl.co.in">www.chhattisgarh.bsnl.co.in</a> . <b>The tenderer/bidder should enclose a Demand Draft of Rs.590/-Rupees Five Hundred Ninety Only)as cost to the tender document drawn in favour of Accounts Officer (cash) BSNL O/o GMTD Raipur</b> (iii)The tender documents shall be issued free of cost to eligible bidders on production of requisite proof in respect of valid certification from competent authority for the tendered item of exemption. (iv) Fee for Tender document is neither transferable nor refundable. (v) The tender, which is not accompanied by the requisite Tender documents cost, shall be summarily rejected.
10	<b>Period of issue of bid document</b>	On all working days at 11:00 Hrs to 16:00 Hrs From <b>08 /01/2019 to 28/01/2019</b>
11	<b>Time and last Date of submission of tender</b>	Duly filled Tender document along with all documents should be submitted before <b>13:30 Hrs. on 29/01/2019</b>
12	<b>Opening of Tender Bids:</b>	<b>15:00 Hrs. on 29/01/2019</b> <b>Note:</b> 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
13	<b>Place of opening of Tender bids:</b>	Authorized representatives of bidders (i.e. vendor organization) can attend the Tender Opening Event (TOE) at the AGM (NWP), Ground Floor O/o GMTD BSNL FAFADIH TELECOM BHAVAN RAIPUR Chhattisgarh-492009
14	<b>Bid Security / EMD :</b>	The bidder shall furnish the bid EMD in one of the following ways:- (1) Demand Draft of <b>Rs.2, 125/-(Rs. Two Thousand One Hundred Twenty Five Only)</b> drawn in favour of A O (Cash), O/o GMTD BSNL RAIPUR; Payable at RAIPUR Chhattisgarh -492009. (2) The bidders will be exempted from submission of Bid Security deposit on production of requisite proof in respect of valid certification from competent authority for the tendered item. (3) The tender, which is not accompanied by the requisite Bid Security, shall be summarily rejected.

15	Tender documents will be dropped in the tender box kept in the chamber of A.G.M. (NWP), Room No. G-104 Ground Floor, Telephone Bhawan Fafadih Raipur or Tender forms can also be deposited up to due date and time given above by speed/registered post/courier to AGM (NWP) O/o the GMTD, BSNL, Raipur CG. BSNL will not responsible for any postal delay. Delayed tender forms will not be accepted.
16	BSNL RAIPUR reserves the right to accept or reject any or all the tender bids without assigning any reason. He is not bound to accept the lowest tender. BSNL also reserves the right to pre-poner or postpones the tender without assigning any reason whatsoever and without any notice to anyone.
17	Not readable, Incomplete, ambiguous, conditional, <b>unsealed</b> tender bids are liable to be rejected.
18	All computer generated documents should be duly signed/ attested by the bidder/ organization.
19	The quantity and cost stated above are estimated and BSNL reserves the right to vary the cost of work and quantity both to the extent of <b>+25% to -25%</b> of specified quantity and estimated cost at the time of award of work of the contract or during the agreement period at the same rates, terms and conditions.
20	Tender will not be accepted/received after expiry date and time.
21	The GMTD, RAIPUR reserves the right to award the works to more than one bidder as per BSNL PROCUREMENT POLICY & CVC guidelines, if required in the interest of the department.
22	If any of the information furnished by the tenderer is found incorrect at any point this contract tender is liable to tender terminated without giving any notice and his bid security will be forfeited and tenderer will be black listed.
23	The GMTD RAIPUR reserves the right to black list the contractor and forfeiture the EMD if contractor submit false /Bog certificates/ documents and found in any illegal activity or any such activity which is, in contravention to the general poli statutory provision, rules, regulation as announced or declared or published by any competent authority.
24	There is no guaranteed work for said tender amount, The work depend upon the availability of store and budget of Tender .
25	The work should be completed within stipulated time period otherwise work may be awarded to other approved bidder.
26	MSE/ NSIC Vendors MSE/NSIC bidders registered for similar items may claim exemption from payment of cost of tender form, EMD /Bid Security. The bidder shall furnish along with the bid a certificate/documentary proof in respect of registration clearly showing it's validity as on date of opening of the bid. Moreover, they should also produce documentary evidence showing that the firm is MSE/NSIC registered for the items& category i.e. <b>"Supply of Computer Equipment"</b> tendered for. Failure to comply this provision shall result in summarily rejection of the bid.

#### 27 ELIGIBILITY CONDITIONS :-

- Bid Security in accordance to clause no 8 of **Section IV.**
- Bid form duly filled in as per Section-II and Bidders profile as per Section-III of tender document **separately.**
- Certificates of incorporation /copy of Registration of firm /copy of valid Shop Act license, whichever is applicable.
- Copy of Partnership deed of partnership Firm or Copy of Memorandum & Articles of Association of company.
- Original "Power of Attorney" in case person other than the Bidder signed the documents. The power of attorney should be for specific work (**mentioning the NIT no.) in non judicial stamp paper and not general power of attorney.** Tender is liable to be rejected if power of attorney is not submitted accordingly.
- Near Relative Certificate**, in case of proprietorship firm the certificate will be given by the proprietor, **for partnership firm /Company** the certificate will be given by **The authorized Person** & declare that none(Firm Partner/All Director including himself/herself) of his/her near relative is employed in BSNL **format Section XI separately.**
- Experience Certificate as mentioned in Clause 8 of Section-I (NIT).**
- Copy of PAN No (in case of Sole Proprietorship, PAN No of proprietor required , In case of Partnership firm/company, PAN No of firm /company is required )
- Income-tax Return filed copy (A.Y. 2017-18 &2018-19)
- GST registration certificate ( PAN based)
- AN AFFIDAVIT IS TO BE GIVEN BY THE PROPRIETOR/PARTNER'S / DIRECTORS DULY NOTARISED AFFIDAVIT IN NON-JUDICIAL STAMP PAPER/e-STAMP PAPER WORTH Rs.100.00 OR MORE as per format Section IX.
- Tender document(s), in original signed by tenderer or his authorized representative along with seal on each page. All corrections and overwriting must be initialed with date by the tenderer or his authorized representative.

**Note:-ALL GOVT DOCUMENTS MUST BE SELF ATTESTED.**

**AGM (NWP) O/o GMTD Raipur (C.G)**

Signature of Bidder with seal

**SECTION II**

**BID FORM**

**No.;** - W-1-18/GMTDR/ Ltd. Tender-133/ Toner Refilling /2018-19/8 **Dated:** 08/01/2019

To,

The AGM (NWP)  
O/o GMTD BSNL, Raipur.

**Sub: LIMITED TENDER FOR SUPPLY & REFILLING OF TONER UNDER GMTD RAIPUR**

Dear Sir,

With reference to your tender Notice No.: W-1-18/GMTDR/ Ltd. Tender-133/ Toner Refilling /2018-19/8 Dated: 08/01/2019 calling for tender on the above subject. I have read & understood the tender document thoroughly & agree to all the terms & conditions. I / We hereby offer my / our bid as per documents submitted & conditions as mentioned in the tender document and the rates specified in the schedule enclosed.

Should this tender be accepted either fully or in parts, I / We hereby agree to abide by and fulfill all the terms and conditions of the contract hereafter as applicable, or in default thereof forfeit to and pay to the BSNL, Raipur or his successors in office, the sum of money mentioned in the said conditions without prejudice.

The sum of **Rs...../- (In words rupees ..... only)** is deposited by DD towards Earnest money and DD receipt No..... dated .....Bank Name..... is enclosed. I/We also agree to pay Security Deposit as and when called for within **stipulated time mentioned in letter of intent.**

If, I / We fail to carry out the work according to the specification given in the schedule, the entire money (Earnest and security deposit) may be forfeited without prejudice to any other right or remedies of the BSNL, Raipur or his successors in the office.

**We undertake, if our Bid is accepted, we will execute the work in accordance with specifications, time limits & terms and conditions stipulated in the tender document.**

**We understand that you are not bound to accept the lowest or any bid, you may receive.**

We agree to abide by this Bid for a period of 180 days from the date fixed for Bid opening (Qualifying Bid) and it shall remain binding upon us and may be accepted at any time before the expiry of that period.

Until a format Agreement is prepared and executed, this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us **and bear all expenses including charges for stamps etc and agreement will be binding on us.**

Bid submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.

If our Bid is accepted, we will obtain the guarantees of a Scheduled Bank for a sum not exceeding 10% of the contract sum for the due performance of the Contract.

We understand that you are not bound to accept the lowest or any bid, you may receive.

Dated this .....day of .....2019.

Signature of the bidder

Or

Officer authorized to sign the Bid  
Documents on the behalf of the Bidder  
(Name in Block Letters of the Signatory)

In capacity of .....duly authorized to sign the bid for and on behalf of .....

Witness .....

Address.....

**Note:** - In case of authorized signatory the authorization letter on letter head of the firm must accompany.

SECTION - III

TENDER'S PROFILE

Attested Passport size photograph of the tenderer/ authorised signatory holding power of Attorney

General:

- 1. Name of the tenderer / firm
2. Name of the person submitting the tender whose Photograph is affixed Shri/Smt.

(In case of sole Proprietary the tender has to be signed by Proprietor and in the case of Partnership firms/company, the tender has to be signed by authorized signatory holding power Partner /director only, as the case may be)

- 3. Address of the firm
4. E.P.F. No.
5 ESI No
6 PAN BASED GST No.
7. Telegraphic Address
8. Tel. No. (With STD code) (O) (Fax) [R]
Mobile e-mail
9. Registration & incorporation particulars of the firm:
i) Proprietorship
ii) Partnership
iii) Private Limited
iv) Public Limited

(Please attach attested copies of documents of registration/ incorporation of your firm with the competent authority as required by business law)

- 10. Name of Proprietor/Partners/Directors
11 Bidder's bank name,
Branch, address,
Bank account number,
MICR code,
IFSC code

- 12. Permanent Income Tax number, Income Tax circle

(Please attach a copy of last Income Tax return)

- 13. Infrastructural capabilities:
a. Capacity of Computer Equipment per day (in Rs.)
b. Capacity of engaging labours per day
c. Particulars of vehicles available with the tenderer:

Type of Vehicle (s) Registration number

- 13. Registration with Valid Labour License authorities: - No.
14. Registration of Labour identification Number (LIN).
15. Udyog Aadhaar No.
16. AADHAR Card No.

I/We hereby declare that the information furnished above is true and correct.

Place:

Date:

Signature of tenderer / authorized signatory
Name of the tenderer
Seal of the tenderer

## Section IV

### Instructions to Bidders

#### A DEFINITIONS

##### 1. DEFINITIONS

- (a) "The BSNL" means the Bharat Sanchar Nigam Limited.
- (b) "The Bidder" means the individual or firm who participates in this tender and submits its bid.
- (c) "The Supplier" means the individual or firm or AMC supplier providing the services under the contract.
- (d) "The Goods" means the services which the vendor is required to provide and all the equipment, machinery, Computer Hardware/Software and/or other materials which the Supplier is required to supply to the BSNL under the contract.
- (e) "The Advance Work Order"(AWO) means the intention of BSNL to place the Work Order on the bidder.
- (f) "The Work Order" means the order placed by the BSNL on the Supplier signed by the BSNL including all attachments and appendices thereto and all documents incorporated by reference therein. The Work Order shall be deemed as "Contract" appearing in the document.
- (g) "The Contract Price" means the price payable to the Supplier under the Work Order for the full and proper performance of its contractual obligations.

##### 2. **ELIGIBILITY OF BIDDERS:**

The invitation of bids is open to all enlisted & experienced contractors as per their eligibility mentioned in NIT of this tender document. **And DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY as per clause-7**

#### B THE BID DOCUMENTS

##### 3 BID DOCUMENTS

3.1 The construction work to be carried out, goods required, bidding procedures and contract terms are prescribed in the Bid Documents. The Bid Documents include:

##### 3.1.1 **Qualifying Bid:**

- 3.1.1.1 Notice Inviting Tender
- 3.1.1.2 Bid Form
- 3.1.1.3 Tenderer's Profile
- 3.1.1.4 Instructions to Bidders.
- 3.1.1.5 General (commercial) Conditions of the contract.
- 3.1.1.6 Scope of Work and jurisdiction of the contract.
- 3.1.1.7 Agreement (Sample)
- 3.1.1.8 Letter of Authorization for Attending Bid Opening
- 3.1.1.9 Affidavit
- 3.1.1.10 performance Bank guarantee.
- 3.1.1.11 Near relation ship
- 3.1.1.12 Business banning
- 3.1.1.13 Vender from

##### 3.1.2 **Financial Bid**

Financial Bid—Rates for **LIMITED TENDER FOR SUPPLY & REFILLING OF TONER UNDER GMTD RAIPUR**

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

##### 4. **QUERIES ON BID DOCUMENTS:**

A prospective bidder, requiring any clarification of the Bid Document shall notify the RAIPUR SSA in writing or by fax at the RAIPUR SSA's mailing address indicated in the invitation for Bids. The RAIPUR SSA shall respond in writing to any request for clarification of the Bid Documents, which it

receives not later than 10 days prior to the date for the opening of the bids. Copies of the query (without identifying the source) and the clarifications by the RAIPUR SSA shall be sent to all the prospective bidders who have purchased the bid documents and all such clarifications issued by the RAIPUR SSA will form part of the bid document.

5. **AMENDMENT OF BID DOCUMENTS**

- 5.1 At any time, prior to the date for submission of bids, the RAIPUR SSA may, for reason whether suo motto or in response to a clarification requested by a prospective Bidder, modify the bid documents by amendments.
- 5.2 The amendments shall be notified in writing or by FAX to all prospective bidders on the address intimated at the time of purchase of bid document from the RAIPUR SSA. and these amendments will be binding on them .
- 5.3 In order to afford prospective bidders reasonable time to take the amendments into account in preparing their bids, the RAIPUR SSA may, at its discretion, extend the deadline for the submission / opening of bids suitably.

C. **PREPARATION OF BIDS**

6. **Cost of Bidding:** The bidder shall bear all costs associated with the Preparation and submission of the bid. The RAIPUR SSA, will in no case, be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

7. **DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS:**

The bidder shall furnish, as part of his bid documents establishing the bidder's eligibility the following documents:

- I. Bid Security in accordance to clause no 8 of **Section IV.**
- II. Bid form duly filled in as per Section-II and Bidders profile as per Section-III of tender document **separately.**
- III. Certificates of incorporation /copy of Registration of firm /copy of valid Shop Act license, which ever is applicable.
- IV. Copy of Partnership deed of partnership Firm or Copy of Memorandum & Articles of Association of company.
- V. Original "Power of Attorney" in case person other than the Bidder signed the documents. The power of attorney should be for specific work (**mentioning the NIT no. in non judicial stamp paper** and not general power of attorney. Tender is liable to be rejected if power of attorney is not submitted accordingly.
- VI. **Near Relative Certificate**, in case of proprietorship firm the certificate will be given by the proprietor, **for partnership firm /Company** the certificate will be given by **The authorized Person** & declare that none(Firm Partner/All Director including himself/herself) of his/her near relative is employed in BSNL **format Section XI separately.**
- VII. **Experience Certificate** as mentioned in **Clause 8 of Section-I (NIT).**
- VIII. Copy of PAN No (in case of Sole Proprietorship, PAN No of proprietor required , In case of Partnership firm/company, PAN No of firm /company is required )
- IX. Income-tax Return filed copy (A.Y. 2017-18 & 2018-19)
- X. GST registration certificate ( PAN based)
- XI. AN AFFIDAVIT IS TO BE GIVEN BY THE PROPRIETOR/PARTNER'S / DIRECTORS DULY NOTARISED AFFIDAVIT IN NON-JUDICIAL STAMP PAPER/e-STAMP PAPER WORTH Rs.100.00 OR MORE as per format Section IX.
- XII. Tender document(s), in original signed by tenderer or his authorized representative along with seal on each page. All corrections and overwriting must be initialed with date by the tenderer or his authorized representative.

**Note:-ALL GOVT DOCUMENTS MUST BE SELF ATTESTED.**

8. **BID SECURITY: EARNEST MONEY DEPOSIT (EMD)**

- 8.1 The bidder shall furnish, as part of his bid, a bid security (EMD) for an amount as per NIT. No interest shall be paid by the RAIPUR SSA on the bid security for any period, what so ever.
- 8.2 The bid security is required to protect the RAIPUR SSA against the risk of bidders conduct, which would warrant the security's forfeiture, pursuant to para 8.7.



- 8.3 Bid Security shall be paid in the form of Crossed Demand Draft issued by a nationalized/ scheduled bank, drawn in favour of. Accounts Officer (Cash), O/o GMTD Raipur payable at RAIPUR.
- 8.4 **A bid not secured in accordance with para 8.1 and para 8.3, It shall be rejected by the RAIPUR SSA as non responsive.**
- 8.5 The bid security of the unsuccessful bidder will be refunded as promptly as possible.
- 8.6 The successful bidder's the bid security will be refunded after submitting 5 % performance security deposit in accordance with clause 5.1 of section V Or The successful bidder's bid security may be converted in performance security deposit.
- 8.7 **The bid security shall be forfeited:-**
- 8.7.1 If a bidder withdraws his bid during the period of bid validity specified in the bid document or
- 8.7.2 If the bidder makes any modifications in the terms and conditions of the tender before acceptance of the tender, which are not acceptable to the RAIPUR SSA or
- 8.7.3 If the bidder submitted false & forged certificate/documents.
- 8.7.4 In case of a successful bidder, if the bidder fails:
- (i) To sign the agreement in accordance with clause 24.2, **the bidder can be done blacklisted.** or
- (ii) To furnish Security Deposit in accordance with clause 5.1 of Section V.
- 8.8 The MSE bidders are exempted from payment of bid security:**
- a) A proof regarding valid registration with body specified by Ministry of Micro, Small & Medium Enterprise for the tendered items will have to be attached along with the bid.
- b) The enlistment certificate issued by MSME should be valid on the date of opening of tender.
- c) MSE unit is required to submit its monthly delivery schedule.
- d) If a vender registered with body specified by Ministry of Micro, Small & Medium Enterprise claiming concessional benefits is awarded work by BSNL and subsequently fails to obey any of the contractual obligations; he will be debarred from any further work/ contract by BSNL for one year from the date of issue of such order.
- 9 BID PRICES:**
- 9.1 The bidder shall give the total a composite price inclusive of all taxes and levies (Excluding GST) in case of works to be executed. The contractor shall be responsible for transporting the materials to be supplied by the RAIPUR SSA Telecom Store or otherwise to execute the work under the contract, to site at his/their own cost. And therefore no separate charges are payable on this account. The offer shall be firm in Indian Rupees.
- 9.2 Prices shall be quoted by the bidder for all works in the Section – XIII which will be applicable for the contract. No violation will be allowed for these works. The rates for items in section XIII having zero quantity shall also be quoted by bidder in view of future requirements, However the same will not be considered in evaluation of bid.
- 9.3 The price 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.
- 9.4 Discount, if any, offered by the bidders shall not be considered unless they are specifically indicated in the schedule of rates (financial Bid). Bidders desiring to offer discount shall therefore modify their offers suitably while quoting and shall quote clearly net price taking all such factors like Discount, free supply, etc. into account.
- 9.5 In case more than one tenderer are lowest in different rate items, but no parties are lowest in all the rate items, in order to finalize the tender, lowest rates in all items will be offered for negotiation first to the bidder quoting lowest rate in maximum number of items and then to other bidders. In case, the bidder quoting lowest rate in maximum number of items do not accept the lowest rate quoted by the bidders, the second bidder will be offered the rates. The parties agreed upon the negotiated rates will be awarded the work i.e. work can be given to more than one supplier.
- 10. PERIOD OF VALIDITY OF BIDS:**
- 10.1 Bid shall remain valid for 180 day from date of opening of the bid (Qualifying Bid). A BID VALID FOR A SHORTER PERIOD SHALL BE REJECTED BY THE RAIPUR SSA AS NON-RESPONSIVE.
- 10.2 The RAIPUR SSA reserves the right to request the lowest 3 bidders as per read out list on the opening day to extend the bid validity for a period of further 120 days and the bidder has to necessarily extend

the bid validity. Refusal to extend the bid validity will result in forfeiture of the bid security. A bidder accepting the request and extending the bid validity will not be permitted to modify his bid.

**11 SIGNING OF BID:**

11.1 The bidder shall submit, as a part of his bid, the bid documents (in original) duly signed on each and every page, establishing the conformity of his bid to the bid documents of all the works to be executed by the bidder under the contract.

(Note: The tenderer is advised to keep a photocopy (at his own cost) of the bid documents for his own reference.)

11.2 The bid shall contain no erasures or overwriting except as necessary to correct errors made by the bidder in which case such corrections shall be signed with date by the person or persons signing the bid.

**D. SUBMISSION OF BIDS**

**12. Method of preparation of bid:**

12.1 Bid for each tender should be submitted in three envelopes placed inside a main cover. These envelopes should contain the following;

Envelope	Marked on the Cover	Contents of Envelope
First	Bid Security	Containing Bid security as per clause 8.& cost of bid document .
Second	Qualifying Bid	Containing documents as per clause 7 except bid security.
Third	Financial Bid	Rates duly quoted by the tenderer in the prescribed format. <b>Section XII</b>

On all these envelopes the name of the firm and whether "Bid Security" OR "Qualifying Bid" OR "Financial Bid" must be, clearly mentioned and should be properly sealed (with sealing wax, Packing PVC tape). These envelopes are to be placed inside an outer envelope and properly sealed (with sealing wax/Packing PVC tape).

12.2 All envelopes (3 inner & one outer) must bear the following;

**The envelope shall bear the name of the tender-----  
,the tender number-----and "DO NOT OPEN BEFORE DATE:  
-----/2019 AND TIME 15:00 HRS."**

**The tenders which are not submitted in above mentioned manner shall be summarily rejected.**

12.3 The tenderer will be bound by all terms and conditions & specifications as detailed in the tender documents.

12.4 Any tender with conditions other than those specified in the tender document is liable to be summarily rejected. No modification by the contractor in any of the conditions will be permitted after the tender is opened.

**13. SUBMISSION OF BIDS:**

13.1 Tenders document should be sent to AGM (NWP) O/o GMTD Raipur Room No. G-104 Ground Floor, Telephone Bhawan Fafadih Raipur or Tenders should be dropped in person to the in the tender box placed in the chamber of AGM (N/WP) Office of GMTD RAIPUR, before the closing (date & time) of tender, as mentioned in NIT. The tenderer is to insure the delivery of the bids at the correct address. The BSNL Raipur shall not be held responsible for delivery of bid to the wrong address. The slit of the tender box will be sealed immediately after the specified time for receipt of tender. Any tender presented in person after the sealing of box will not be received by GMTD RAIPUR or by any of the subordinates or will not be allowed to be deposited in the tender box.

13.2 Postponement of Tender opening: Whenever it is considered necessary to postpone the opening date of tenders, quick decision must be taken and communicated to the tenderer who have purchased the tender documents and shall be at least one day before the original date of opening. The reasons the postponing tender shall be recorded in writing. Such notice of extension of date or opening shall also be put-up on the notice-board also published in the newspapers in which original NITs have been published. If the date of opening of bids is declared as holiday, the bids will be opened on the next working date at the same time and venue.

- 13.3 The BSNL Headquarters, New Delhi, or Circle head Quarter at Khamardih Raipur if subsequently, declares date fixed for opening of bids as holiday, 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.

14. **LATE BIDS:**

- 14.1 Tenders will not be received after the specified time of closing of the tender and the same shall be rejected and returned unopened to the bidder. It is the sole responsibility of the tenderer that he should ensure timely submission of tender.

15. **MODIFICATIONS AND WITHDRAWL OF BIDS:**

- 15.1 The bidder may modify or withdraw his bid after submission and before opening, provided that the intimation is deposited by the bidder in a properly sealed envelope (With Wax/Packing PVC tape) in the tender box, before the scheduled time & date for closing of tender.
- 15.2 No bid shall be modified subsequent to the deadline for submission of bids.

**E BID OPENING AND EVALUATION:**

16. **OPENING OF BIDS BY THE RAIPUR SSA :**

- 16.1 The RAIPUR SSA shall open the bids in the presence of bidders or his authorized representatives who choose to attend, at 15:00 Hrs on due date. The bidder's representatives, who are present, shall sign an attendance register. The bidder shall submit authority letter to this effect before they are allowed to participate in the bid opening (A format is given in **section - VIII**).
- 16.2.1 A maximum of two (2) representatives for any bidder shall be authorized and permitted to attend the bid opening.

17. **CLARIFICATION OF BIDS BY THE RAIPUR SSA:**

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

18. **PRELIMINARY EVALUATION:**

- 18.1 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.
- (ii) 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.
- (iii) 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.
- (iv) 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 effect the relative ranking of any bidder.
- (v) Conditional offer will be rejected outright.

19. **EVALUATION AND COMPARISON OF SUBSTANTIALLY RESPONSIVE BIDS:**

- 19.1 The Raipur SSA shall evaluate in detail and compare the bids previously determined to be substantially responsive pursuant to clause 18.
- 19.2 The evaluation and comparison of responsive bids shall be based on the Composite price of all item in the bid quoted by the bidder.

20. **CONTACTING THE RAIPUR SSA:**

- 20.1 Subject to clause 17 no bidder shall try to influence the Raipur SSA on any matter relating to its bid, from the time of bid opening till the time the contract awarded.
- 20.2 Any effort by the bidder to modify his bid or influence the Raipur SSA in the bid evaluation or the comparison award decisions shall result in the rejection of the bid.

**21 AWARD OF CONTRACT:**

- 21.1. The GM TD Raipur shall consider award of contract only to those eligible bidders

whose offers have been found technically, commercially and financially acceptable.

21.2 The work against the tender is for one year's requirement and the terms and conditions of this tender shall be operative for a period of one year from the date of signing of agreement between the A.G.M. (NWP) and the contractor. **Or completion of work whichever is earlier.** The agreement can be further extended for another one year on existing terms and conditions with mutual consent.

21.3 L1 (Lowest bidder) will be decided on composite prices of all items in Work will be allotted to L1 Bidder only. However competent authority may distributed the Distribution of Qty. to L2,L3 etc. bidders including MSEs/NSIC bidder also get at proportionate L1 rates, as per BSNL procurement policy.

21.4 BSNL RESERVES THE RIGHT TO LIMIT THE NUMBER OF CONTRACTORS AND AREA ASSIGNED TO THEM DEPENDING ON THE NEED.

21.5 BSNL however reserves the right to depart from the guidelines for the distribution of quantities of work amongst the successful bidders depending upon the urgency and other factors prevailing at the time of deciding the tender.

## 22. **RAIPUR SSA 'S RIGHT TO VARY QUANTUM OF WORK:**

The GMTD Raipur, at the time of award of work under the contract, reserves the right to decrease or increase the work by up to 25 % of the total quantum of work and tender cost specified in the schedule of requirements without any change in the rates or other terms and conditions. **THE PERIOD OF TENDER ALSO INCREASE FOR ANOTHER ONE YEAR ON MUTUAL CONSENT.**

**Contractor or tenderer should not execute any work order beyond the amount as mentioned in FAT or subsequent modifications if any. Contractor/Concerned incharge will intimate to GMTD Raipur in writing when 80% of the amount is exhausted along with all required document and pending bills.**

## 23. **RAIPUR SSA'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:**

The GMTD Raipur reserves the right to accept or reject any bid and to annul the bidding process and reject all bids, at any time prior to award of contract without assigning any reason what-so-ever and without thereby incurring any liability to the affected bidder or bidders on the grounds for the RAIPUR SSA 's action.

## 24. **ISSUE OF LETTER OF INTENT:**

24.1 The issue of letter of intent shall constitute the intention of the RAIPUR SSA to enter in to the contract with the bidder. Letter of intent will be the Issued as offer to the successful bidder.

24.2 The bidder shall give his acceptance with in stipulated time mentioned in letter of intent,, along with n performance security in conformity with cause 5 .1 of section-V, provided with the bid documents.

24.3 **The successful Tenderer will have to execute an agreement on a non judicial stamp paper of Rs. minimum 100/- or 0.01% of Finalized Tender cost (which is More) , (The cost of stamp to be borne by the Tenderer) in the prescribed form to the effect that the Tenderer and O/o GENERAL MANAGER Telecom, BSNL RAIPUR SSA are bound by terms and conditions in the agreement which in turn will be the same terms and conditions as mentioned in tender document and final negotiation/ approval if any**

## 25. **SIGNING OF AGREEMENT:**

25.1 The signing of agreement shall constitute the award of contract on the bidder. The agreement with the successful bidder shall be signed by the BSNL Raipur within a week, after submission of performance security deposit as per cause 24.2 above.

25.2 As soon as the tender is approved by the competent authority, the Bid Security deposited by the successful bidder shall be compulsorily converted in to the part of Performance security deposit, which will be held by the RAIPUR SSA till the completion of warranty period. Thus remaining amount of performance security if any shall be deposited in form of DD/BGR/FDR before execution of agreement.

## 26. **ANNULMENT OF AWARD:**

Failure of the successful bidder to comply with the tender terms & condition constitute sufficient ground for the annulment of the award and forfeiture of the bid security, in which event; the RAIPUR SSA may make the award to any other bidder at the discretion of the RAIPUR SSA or call for new bids.

**27 General guidelines to TOC & TEC for opening of Bids & Evaluation thereof :-**

- (a) On the specified date and time, the nominated TOC ( Tender Opening committee) will open technical bid of the bidders as per the guidelines on the matter and prepare the TOC report duly signed by the all the members.
- (b) After approval of TOC report by competent authority TEC will evaluate the bids technically/commercially.
- (c) After approval of TEC report by competent authority TOC will open the financial bid on the specified date and time.

28. The bidder will verify the genuineness and correctness of all documents and certificates, including experience/performance certificates, issued either by the bidder or any other firm / associate before submitting them in the bid. The onus of proving genuineness of the submitted documents would rest with the bidder. As per requirement of the tender's condition, if any document/paper/certificate submitted by the participant bidder is found to be false/fabricated/tempered/manipulated at any stage during bid evaluation or award of contract , then the bid security of the bidder would be forfeited and the bidder would be disqualified from the tender. Action would also be taken for banning of business dealings with the bidder. In case contract has already been awarded to the bidder , then PBS/SD would be forfeited and the contract would be rescind/annulled and BSNL would be at liberty to procure the services from any other source at the risk and cost of the defaulting bidder. Action would also be taken for banning the business dealing with defaulting bidder.

**29. Benefit of MSME Bidder :-**

- i. MSE/MSME/NSIC bidders registered for similar items may claim exemption from payment of cost of tender form, EMD /Bid Security. The bidder shall furnish along with the bid a certificate/documentary proof in respect of registration clearly showing it's validity as on date of opening of the bid. Moreover, they should also produce documentary evidence showing that the firm is MSE/NSIC registered for the items & category i.e. "Supply of Computer Equipment" tendered for. Failure to comply this provision shall result in summarily rejection of the bid.
  - ii. In tender, participating Micro and Small Enterprises (MSE) quoting price within price band of L1+15 (fifteen) per cent shall also be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE and such MSE shall be allowed to supply up to 20 (twenty) per cent of total tendered value. The 20 (twenty) per cent quantity is to be distributed proportionately among these bidders, in case there are more than one MSMEs within such price band.
  - iii. Within this 20% (Twenty Percent) quantity, a purchase preference of four per cent (that is, 20 (twenty) per cent out of 20 (twenty) per cent) is reserved for MSEs owned by Scheduled Caste (SC)/Scheduled Tribe (ST) entrepreneurs (if they participate in the tender process and match the L1 price). Provided that, in event of failure of such SC/ST MSE to participate in tender process or meet tender requirements and L1 price, four percent sub-target shall be met from other MSE. MSEs would be treated as owned by SC/ST entrepreneurs:
    - a) In case of proprietary MSE, proprietor(s) shall be SC /ST
    - b) In case of partnership MSE, the SC/ST partners shall be holding at least 51% (fifty - one percent) shares in the unit
    - c) In case of Private Limited Companies, at least 51% (fifty-one percent) share shall be held by SC/ST promoters.
  - iv. Under Start up India, stand up India like Central government program under MSE, entity may relax an Turn over & Experience in 1<sup>st</sup> year of Registration in MSME.
- 29.1:- **Category;** - The following condition are applicable to the enterprises engaged in providing or offering services;- Category investment
- a. Micro Enterprise <=10 Lakh.
  - b. Small Enterprise >= 10 Lakh to <2 Crore.
  - c. Medium Enterprises >2 Crore to<5Crore

GENERAL (COMMERCIAL) CONDITIONS OF THE CONTRACT

1. **APPLICATION:**

The General conditions shall apply in contracts made by the RAIPUR SSA for the “**LIMITED TENDER FOR SUPPLY & REFILLING OF TONER UNDER GMTD RAIPUR**”

2. **STANDARDS:**

The works to be executed under the contract shall conform to the standards prescribed in the “**LIMITED TENDER FOR SUPPLY & REFILLING OF TONER UNDER GMTD RAIPUR**”

3. **SUBCONTRACTS:**

**The contractor shall not assign, sub contract or subject the whole or any part of the works covered by the contract, under any circumstances.** Subcontracting is not allowed

4. **PRICES:**

- 4.1 The bidder shall give the total composite price inclusive of all levies and taxes With GST. The basic unit price and all other components of price need to be individually indicated as per the price schedule. Prices of incidental services also should be quoted. The offer shall be firm in Indian Rupees. The Tendering Authority shall make no foreign exchange available.
- 4.2 (a) Prices charged by the successful bidder for services performed under the contract shall not be higher from the prices quoted by the Successful bidder in his bid.  
(b) In case of revision of Statutory Levies/Taxes during the finalization period of the tender, the Tendering Authority reserves the right to ask for reduction in the prices.
- 4.3 Price once fixed will remain valid for the period of contract, irrespective of Increase / decrease of taxes and other statutory duties In case of delayed services after the scheduled period the advantage of reduction of tax/duty would be passed on to the Tendering Authority and no benefit of increase in price will be permitted to the successful bidder if there is any increase in Tax/duty.

5 **PERFORMANCE SECURITY DEPOSIT**

- 5.1 The successful bidder shall deposit security deposit to the tune of 5 % (In form of crossed DD/ Cash/ FDR (with sign in receipt) placed to AO(CASH) O/o GMTD Raipur of BSNL/ Bank Guarantee, valid for 24 months of approved tender cost of work put to tender at the time of agreement if EMD already deposited by bidder as bid security then this EMD after bidder consent may be convert from bid security to security deposit and difference amount tune of 2.5% would be deposited by bidder . If the work is awarded to more than one contractor the security amount as mentioned above will be divided among the number of contractors, on prorata basis.
- 5.2 The performance security shall be payable to the Tendering Authority as a compensation for successful bidder's failure to complete its obligations under the contract or for any loss resulting from the non performance of the contract.
- 5.3 The Tendering Authority will discharge the Security Bond after completion of the Successful bidder's performance obligations, under the contract.
- 5.4 The Security Deposit will not carry any interest while it is in the custody of BSNL.
- 5.5 **The Security Deposit shall be released/refunded after completion of Service Provider's performance obligations under the contract Further the release of security deposit will be subjected to recoveries to be made arising out of poor quality of work, incomplete work and/or violation of any terms and conditions of the contract as stipulated in the bid document and on production of “no dues certificate” from “Engineer-in-charge” regarding satisfactory completion of work.**
- 5.6 “No Dues Certificate “produced from “Concerned Department of EPF & ESI etc... than after clearance of EPF & ESI and other Govt. liabilities. The performance security shall be released/ refunded to vender. (If applicable )
- 5.7 The bank guarantee furnished as security deposit should be valid for a period of not less than 24 months from the date of agreement. If required the period of validity can be decided by GMTD Raipur period considered being suitable for a particular tender.
- 5.8 In the event of any breach of any terms and conditions of the contract, the contract will be terminated and security deposit will be forfeited to the BSNL.
- 5.9 All the compensation or other sum of money payable by the contractor under the terms of this contract may be deducted from the security deposit or from any sum which may be due or may become due to the contractor by the BSNL on any account whatsoever and in the event of his security deposit being reduced by reason of any such deductions, the contractor shall within ten days make good in cash the amount required to make good in full, the security deposit. Otherwise, the said balance in full shall be

collected from the running bill of the contractor.

In the event of failure of the tenderer to start the work as stipulated, the amount of Earnest Money and / The security deposit (SD) is required to protect the BSNL against the risk of bidders conduct and will be forfeited in part / whole in case of -:

- i) Unsatisfactory service.
- ii) Theft or misappropriation of articles of the BSNL.
- iii) Damage caused to BSNL assets and damage/loss to store issued
- iv) Withdrawal of the successful tenderer from the contract before its expiry without giving proper notice as specified in the terms & conditions of this tender document.
- v) Or all or some of the above.

#### **5.10 NSIC bidder also has to submit Security Deposit.**

#### **6. ISSUE OF WORK ORDERS AND TIME UNIT:**

The work will be awarded to the contractor through issue of work order, which will give the details of works.

1. Work order / purchase requisition is issued by concerned SDE with prior approval of concerned AGM and after Ensuring availability of Budget from account section, The work order (p.o. in ERP) for Toner refilling work on Contract Basis & shall mention the time limit to execute the work order after seeing the quantum of work/Cost.
2. **The GMTD RAIPUR reserves the right to cancel or modify the scope of work stipulated to be carried out against the work order in the event of change of plan necessitated on account of technical reasons or in the opinion of work order issuing authority, the contractor is not executing the work at the required pace.**
3. The time allowed is the essence of the contract on the part of the contractor and the work should be completed in all respects within the time as indicated in the work order. In event of rate of work done being found low, the GMTD RAIPUR reserves the right to terminate the contract. Thereafter, the GMTD RAIPUR will be free to get the work done through any alternate agency to be decided by it. Any excess amount required to be paid to the alternate agency to carry out the work have to be borne by the defaulting contractor.
4. Also in case the contractor fails to undertake and complete the work in specified time, the GMTD RAIPUR will have right to award the work to any other alternative contractor. The difference in cost of work will be payable by the defaulting contractor. In addition to this, his security Deposit/ E.M.D. shall be forfeited.
5. In respect of the works not complying the above standard the GMTD RAIPUR reserves the right to either allow proportionate rate or disallow the entire claim.
6. If the contractor fails to complete the work within the stipulated time, improper and bad workmanship noticed in the work, penalty or recovery as per agreement would be imposed. Liquidity damages such imposed shall be recovered from the Running Bill/Final Bill/SD as per the various clauses of the conditions of contract. Therefore, the contractors, who are confident of completing the works in schedule time period, are only eligible to participate in the tender.
7. If due to any reason partial work order is to be issued then the same shall be issued with the approval of an officer not below the rank of General Manager.

#### **7 CHANGES IN WORK ORDERS:**

7.1 The Tendering Authority may, at any time, by a written order given to the Successful bidder, make changes within the general scope of the contract in any one or more of the following:

- (a) The services to be provided by the Successful bidder.
- (b) Paying authority

7.2 If any such change causes an increase or decrease in the cost of, or the time required for the execution of the contract an equitable adjustment shall be made in the contract price and the contract shall accordingly be amended. Any proposal by the Successful bidder for adjustment under this Clause must be made within **thirty days** from the date of receipt of the change in order.

#### **8 PAYMENT TERMS:**

1. The contractor shall prepare the bills in triplicate ensuring execution of part work in it completeness as envisaged above, correctness of rates and submit the bills to AGM (NWP). Bills serially machine numbered duly stamped & GST no. is to be printed on top of the bills.
2. **GST No 22AABC5576G2ZU & HSN/SAC should be compulsory mentioned on the invoice. Bill**

**should be submitted by name of “Bharat Sanchar Nigam Limited Chhattishgarh Telecom Circle Raipur (C.G.)”**

3. The following **documents should be submitted along with bills:**

- (a) Invoice clearly indicating break up details of composite price i.e. Basic, E.D. any other Duties and Taxes, Freight/ Packing Charges, GST etc.
  - (b) **Invoice duly certified by Concerned SDE and countersigned by Concerned AGM.**
  - (c) Acknowledged Delivery Challan.
  - (d) Consignee certificate of receipt of good condition & total quantity mentioned in P.O. with office Stamp
  - (e) Payment Proof of GST
  - (f) **Satisfactory Report.**
  - (g) **Copy of Work order**
  - (h) **Other relevant documents immediately after completion of the supplies against any purchase order.**
4. The tenders will have to study their network and in such a way that tender limits are not exceeded over the currency of the contract.
5. **Payment will be released subject to availability of cash/funds. Payment of wages may not be linked with bills payment.**
6. **Payment will be made to the contractor on the supply made by him based on the satisfactory certificate having inspection/ quantity/quality satisfactions certificate by the consignee after deduction IT & Commercial Tax as per rule.**
7. **Payment will be made through account payee cheque payable through the nationalized/scheduled banks at the head quarters of the District Authority or NEFT/RTGS/through Online banking from CSC Circle office Raipur (ERP System). The District Authority will not bear any collection charges /other charges charged by Bank.**
8. No payment will be made for the goods received in less quantity, damaged / faulty condition.
9. Any recovery pointed out by audit will be directly deducted from bills/ Security deposit.
10. **Whereas no interest will be claimed on the delay payment on any ground of dispute.**

**9 PENALTY CLAUSE:**

1. - In case of delay in supply of the ordered items within the specified period mentioned above, contractor has to pay penalty as follows-
  - (a) Delay up to 7 days-----1% of bill amount for non-supplied items.
  - (b) Delay of 8 to 15 days ----5 % of bill amount for non-supplied items
  - (c) Delay of more than 15 days ----0.5 % of bill amount for non-supplied items for each day of delay maximum penalty is 10% of Supply Order.
2. If the contractor refuses to accept the work order for supply of the items, the GMTD Raipur reserves the right to purchase the items from other agencies even on higher rates and the difference of cost will be recovered from the contractor's pending bills or security deposit.

**10 WARRANTY:**

- 10.1** The Supplier shall warrant, that goods/items to be supplied shall be new and free from all defects and faults, in material, workmanship and manufacture and shall be of the highest grade and consistent with the established and generally accepted standards for materials of the type ordered, and shall perform in full conformity with the specifications and drawings. The supplier shall be responsible for any defects that may develop under the conditions provided by the contract and under proper use, arising from faulty materials, design or workmanship such as corrosion of the equipment, inadequate quantity of material to meet equipment requirements, inadequate contact protection, deficiencies in circuit design and/or otherwise and shall remedy such defects at his own cost when called upon to do so by the Purchaser who shall state in writing in what respect the goods/items are faulty. This warranty shall survive inspection or payment for, and acceptance of goods, but shall expire except in respect of complaints notified prior to such date; **Twelve months** after the goods/items have been taken over.
- 10.2** If it becomes necessary for the Supplier to replace or renew any defective portion/portions of the material under this clause, the provisions shall apply to the portion/portions of the material so replaced or renewed or until the end of the above mentioned period of **twelve months**, whichever may be later. If any defect is not remedied within one month's time, the Purchaser may proceed to do the work at the Supplier's risk and expenses, but without prejudice to any other rights, which the Purchaser may have against the Supplier in respect of such defects.



- 10.3 Replacement under warranty clause shall be made by the Supplier free of all charges at site including freight, insurance and other incidental charges.

## **11 TERMINATION OF CONTRACT**

- 11.2 The GMTD RAIPUR has the right to terminate the contract either partly or fully at any stage without assigning any reason by giving 10 days notice in writing to that effect and shall not be liable to pay any compensation to the contractor thereof.
- 11.3 In the event of contractor failing to execute the contract to the satisfaction of GMTD RAIPUR shall have the right to reject or/and with hold payment for such quantity of work till such time the defect rectified to the satisfaction of the GMTD Raipur.
- 11.4 In case of death of contractor during the period of contract, GMTD RAIPUR may at his opinion either immediately terminate the agreement or may require the surviving partner/legal heir of the contractor to complete the contract as per the original agreement.

## **12 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 Tendering Authority or the BSNL or any other person or persons contracting through the BSNL and set off the same against any claim of the

Tendering Authority or the BSNL or such other person or persons for payment of a sum of money arising out of this contract or under any other contract made by the contractor with the Tendering Authority or BSNL or such other person or persons contracting through BSNL.

## **13 INDEMNITIES:**

- 13.1 The contractor shall at all times hold the BSNL harmless and indemnify from against all action, suits, proceedings, works , cost, damages, charges claims and demands of every nature and descriptions, brought or procured against the BSNL , Its *officers* and employees and forthwith upon demand and without protect or demur to pay to the BSNL any and all losses and damages and cost ( Inclusive between attorney and client) and all costs incurred in endorsing this or any other indemnity or security which the BSNL may now or at any time have relative to the work or the contractors obligation or in protecting or endorsing its right in any suit on other legal proceeding, charges and expense and liabilities resulting from or incidental or in connection with injury, damages of the contractor or damage to property resulting from or arising out of or in any way connected with or incidental to the operations caused by the contract documents. In addition the contractor shall reimburse the BSNL or pay to the BSNL forthwith on demand without protect or demur all cost, charges and expenses and losses and damages otherwise incurred by it in consequences of any claim, damages and actions which may be brought against the BSNL arising out of or incidental to or in connection with the operation covered by the contractor.
- 13.2 The contractor shall at his own cost at the BSNL's request defend any suit or other proceeding asserting a claim covered by this indemnity, but shall not settle, compound or compromise any suit or other finding without first consulting the BSNL.

## **14 FORCE MAJEURE:**

- 14.1 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, evil commotion sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (Herein after 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 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 and work 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 BSNL Raipur as to whether the work have been so resumed or not shall be final and conclusive, provided further that if the performance, in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days either party may, at his option terminate the contract.
- 14.2 Provided also that if the contract is terminated under this clause, the BSNL Raipur shall be at liberty to take over from the contractor at a price to be fixed by the BSNL Raipur, which shall be final, all unused, undamaged and acceptable materials, bought out components and stores in the course of execution of the contract, in possession of the contractor at the time of such termination of such

portions thereof as the BSNL Raipur may deem fit excepting such materials bought out components and stores as the contracts may with the concurrence of the BSNL Raipur elect to retain.

15. **ARBITRATION:**

15.1 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 whim is specifically provided under this agreement, the same shall be referred to sole arbitration of the General Manager Telecom District Raipur C.G. 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 General Manager Telecom District Raipur C.G. or by whatever designation such officers may be called (hereinafter referred to as the said officer) and if the General Manager Telecom District Raipur C.G. or the said officer is unable or unwilling to act as such to the sole arbitration or some other person appointed by the General Manager, 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 BSNL Servant or that he has to deal with the matter to whom the agreement relates or that in the course of his duties as BSNL 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 officer or being unable to do for any reasons whatsoever such General Manager 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 predecessors.

15.2 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.

15.3 The venue of the arbitration proceeding shall be the Office of the General Manager Telecom District Raipur C.G or such other Places as the arbitrator may decide. The Following procedure shall be followed:

15..3.1 In case parties are unable to settlement by themselves, the dispute should be submitted or arbitration, In accordance with contract agreement

15.3.2 There should not be a joint submission with the contractor to the sole Arbitrator.

15.3.3 Each party should submit its own claim severally and may oppose the claim put forward by the other party.

15.3.4 The onus of establishing his claims will be left to the contractor.

15.3.5 Once a claim has been included in the submission by the contractor, a reiteration or modification thereof will be opposed.

15.3.6 The "points of defence" will be based on actual conditions of the contract.

15.3.7 Claims in the nature of ex-gratia payments shall not be entertained by the Arbitrator as these are not contractual.

15.3.8 The question whether these conditions are equitable shall not receive any consideration in the preparation of "points of defence".

15.3.9 If ,the contractor Includes such claims in his submission, the fact that they are not contractual will be prominently placed before the Arbitrator.

*The award of the sole Arbitrator shall be final and binding on all the parties to the dispute.*

16 **Near Relative Clause**

The near relatives of all BSNL employees either directly recruited or on deputation are prohibited from participation in tenders and execution of work in different units of BSNL. The detail is as under.  
The near relatives for this purpose are defined as under.

(a) Member of Hindu Undivided Family

(b) They are husband and wife.

(c) The one is related to the other in the manner as father, mother, son(s) & son(s) wife (Daughter in law), Daughter & daughter's husband (son in law), brother(s) & brother's wife, sister(s) & sister's husband(brother in law).

The company or firm or any other person is not permitted to tender for work in BSNL unit in which his near relatives are posted the unit is defined as SSA/ Circle/Chief engineer /chief archt/ corporate office Binders should have to furnish the declaration as per **Section XI.**

**17. LIQUIDATED DAMAGE**

The date of delivery of the goods/items stipulated in the acceptance of tender shall be deemed to be the essence of the contract and delivery must be completed not later than the dates specified therein (Purchase order). 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 consignee, such deliveries will not deprive the Purchaser of his right to recover liquidated damages. However, when supply is made within **21 days** of the contracted original delivery period, the consignee may accept the goods/items and in such cases the provision will not apply.

**18. GST Registration**

The contractor has to submit the registration of the GST. Otherwise no bill will be initiated for payment till the submission of GST registration.

**19. Court Jurisdiction:**

- 1 Any dispute arising out of the tender/bid document/evaluation of bids/issue of WO shall be subjected to the jurisdiction of the competent court of Chhattisgarh .
- 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 Chhattisgarh.

**20. Inspection:-**

BSNL shall have the right to cause an examination of the work and the final bills of the contractor including all supporting vouchers, abstract etc. to be made after payment of the final bill and if as a result of such audit and technical examination any sum is found to have been over paid in respect of any work done by the contractor under the contract or any work claimed by him to have been done by him under the contract and found not to have been executed, the contractor shall be liable to refund the amount of over payment and it shall be lawful for BSNL to recover the same from him through the PBG or future bills.

**21 DELAYS IN THE SUPPLIER'S PERFORMANCE**

- 21.1 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 Purchaser order, Purchaser reserves the right either to short close/cancel this purchaser 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 vendors/Suppliers.
- 21.2 Delay by the Supplier in the Performance of its delivery obligations shall render the Supplier liable to any or all of the following sanctions, viz., and forfeiture of its performance security, imposition of liquidated damages and/or termination of the contract for default.
- 21.3 If at any time during performance of the Contract, the Supplier or subcontractor(s) encounters Conditions beyond his control impeding timely delivery of the goods and performance of service, the supplier shall promptly (within seven days of the occurrence) notify the purchaser in writing of the fact of the delay, its likely duration and its clause(s). As soon as practicable after receipt of the supplier's notice, purchaser shall evaluate the situation and may at its discretion extend the period for performance of the contract (by not more than 20 weeks) subject to furnishing of additional performance security @ 5% of the total of the Purchase order.
- 21.4 If the supplies are not completed within the extended delivery period, the purchase order shall be short closed and both the performance securities shall be forfeited

**22 RECOVERY OF OVER PAYMENT**

During audit or internal check, if any over payment is noticed, the same will be recovered from the contractor.

**23 DISPATCH OF NOTICE/ORDER**

Any notice, order or other communication sought to be served to the contractor with reference to the contract shall, without prejudice to any other mode of service, be deemed to have been served if delivered by hand or sent by registered post or by telegram to the office of Tenderer

at site or to the tenderer's head office, while any notice or order or communication by the tenderer to be served on BSNL with reference to contract shall be validly served if delivered by hand or through registered post to the office of AGM(NWP) Raipur Telecom District, Raipur. The tenderer can be intimated through SMS & E Mail also which will be valid communication.

**24. FALL CLAUSE**

The prices once fixed will remain valid during the scheduled delivery period except for the provisions in tender document. Further, if at any time during the contract.

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

**and/or**

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

The contract shall be at the risk and responsibility of the supplier and the purchaser reserves the right to purchase the balance unsupplied quantity/ service at the risk and cost of the defaulting vendor besides considering the forfeiture of his performance security.

**25. Termination for Insolvency:**

The BSNL Raipur may at any time terminate the Contract by giving written notice to the Contractor, without compensation to Contractor, if the Contractor 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 BSNL Raipur.

**26. TERMINATION FOR DEFAULT**

26.1 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 within the time period(s) specified in the Contract, or any extension thereof granted by the Purchaser.

b) If the Supplier fails to perform any other obligation(s) under the Contract; and

c) If the Supplier, in either of the above circumstance(s), does not remedy his failure within a period of 15 days (or such period as the Purchaser may authorise in writing) after receipt of the default notice from the Purchaser.

26.2 In the event the Purchaser terminates the contract in whole or in part, pursuant to para 14.1 the Purchaser may proceed, upon such terms and in such manner as it deems appropriate, purchase 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.

**27. SPECIAL RIGHTS OF GMTD RAIPUR**

1. In case of any dispute between the two contracting parties, the decision of the GMTD RAIPUR will be final.
2. The GMTD RAIPUR is not bound to accept the lowest tender, and also reserves the right to reject any or all the tenders so received without assigning any reason.
3. The GMTD RAIPUR reserves the right to disqualify such bidders who have a record of not meeting the contractual obligations against earlier contracts entered with the department.
4. The GMTD RAIPUR reserves the right to increase or decrease the duration and validity of the contract from normal one year duration and also reserves in the interest of the department.
5. In case of any dispute, case would be referred to the GMTD, RAIPUR or any other authority looking after the duties/works of GMTD, RAIPUR and he would be the sole arbitrator. His decision would be final and binding on all cases.
6. The GMTD, RAIPUR reserves the right to award the works to more than one bidder as per CVC guidelines, if required in the interest of the department
7. Tenders with any condition including that of conditional unconditional rebates shall be rejected forthwith.
8. All provisions of statutory acts enacted by the Govt. or other Local formalities issued by other statutory bodies and local authorities from time to time shall be fulfilled /complied at the cost of bidder/tenderer.
9. The GMTD RAIPUR reserves the right to black list the contractor and forfeiture the EMD if contractor submit false /Bogus certificates/ documents and found in any illegal activity or any such activity which is, in contravention to the general policy, statutory provision, rules, regulation as announced or declared or published by any competent authority.

**SECTION VI**  
**SPECIFICATION & SCOPE OF WORKS**

**SCHEDULE OF REQUIRMENTS**

1. It is necessary to indicate the make of Item by tenderer while quoting their rates and quality must be of Good Quality.
2. The tenderer must have to supply the Items as specified quality. Any deviation in quality of supply will be responsibility of the tenderer. No compromise in this regard will be considered.
3. In Case of any dispute, the decision of GMTD Raipur will be final and binding to all.
4. The material should of superior quality and reputed brand.
5. The bidder should be capable to make the supply for every supply order within specified period in the tender.
6. The quantity of material/cost of work, given in tender may vary and the order will be in part as per requirement.
7. Supply period of the material against in stipulated time mentioned in letter of purchase order. On delay of supply the contractor has to pay the penalty as per penalty clause.
8. Once the items are not supplied within the originally allotted time excluding the extension. The GMTD Raipur can reduce the amount of the balance supply to any extent without changing other conditions of the contract. The reduced supply can be ordered to the other contractor even on higher rates and the contractor will have to bear the extra expenditure as fixed by GMTD Raipur.
9. The vender has to install supplied material at the site where it is required.
10. In case of delay or poor quality of supplied material the GMTD Raipur will have the right to cancel the contract and forfeit the security deposit.

Specifications of Items are given below.

Sl no	Particulars	Unit	Approx. Qty
1	HP12 A Toner Refilling 120 gram	Each	170
2	HP 88 A Toner Refilling 120 gram	Each	40
3	Samsung 3400 Toner refilling 100 gram	Each	15
4	Samsung SCX- 3401 Toner refilling 100 gram	Each	15
5	Konica Minolta Toner refilling TNP 28S-IUP15, 100 gram	Each	15
6	Quick hill Anti Virus Total Security 10 Users for 1 Year	Each	3
7	DOT Matrix printer ribbon	Each	20

**DELIVERY AND DOCUMENTS:**

1. Delivery of the goods and documents shall be made by the Supplier in accordance with the terms specified by the Purchaser in its Schedule of Requirements 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 items/goods shall be to the ultimate consignee as given in the Purchase Order.**
2. The delivery of the goods and documents shall commence immediately on placement of purchase order on vendor as per delivery schedule strictly as mentioned in purchase order.

{To be executed on non judicial stamp paper of Rs. Minimum 100/- or Rs. as per stamp Act of  
Finalized Tender cost (which is More)}

### FORMAT OF AGREEMENT

A. This agreement made on this \_\_\_\_\_ day of (month) (year) **2019** Between BSNL (A Govt. of India Enterprises) a company incorporated under the companies act 1956 vide incorporation certificate no -----having its registered corporate office at **Bharat Sanchar Bhawan H.C. Mathurlane , Janpath New Delhi-110001** and Circle Office **CGM o/o CGMT C.G. Circle Chhattishgarh Raipur (C.G.)** and SSA GMTD O/o GMTD BSNL **Raipur** of the first part through **AGM(NWP) O/o GMTD Raipur (C.G.) after approval of GMTD** (hereinafter referred to as the 'Party of First Part' which expression shall included the legally constituted signatories, assigns, successors and officers duly empowered to execute such agreement) empowered to execute this agreement through its resolution passed in the meeting of Board of directors .Its provisional acceptance tender vide number-----  
----- **Dated:**----- herein part of this agreement.

**And**

**M/s** ----- having Address at ----- (hereinafter referred to as the Party of Second Part' or Second Part which expression shall included the legally constituted signatories, assigns, Successors and officers duly empowered to execute such agreement) of the second part through his sole proprietor Mr. ----- empowered to execute this agreement.

**Whereas** the Party of First Part i.e. BSNL (A Govt. of India Enterprises) is and

**B.** This deed of Agreement witness as follows

**C.** The supplier has agreed **TENDER FOR** ----- on the terms and conditions of tender notification bearing ref no -----  
----- and as per the conditions hereafter contained in the agreement.

**D** The contractor has agreed to supply the same as per the valid supply order from the purchaser

**E Security deposit:**

- (i) The successful tenderer/ contractor / supplier has paid a security deposit of Rs----- (Rupees \_\_\_\_\_ only) in the form of FDR/Bank Guarantee vide No ..... issued by ..... (Nationalized/Scheduled Bank).
- (ii) The General Manager Telecom Dist, BSNL, Raipur reserves the right to ask the successful tenderer to enhance the Security Deposit, if necessary. The decision of the General Manager Telecom Dist, BSNL, Raipur in this regard is final and binding on the contractor. If the tender is extended more than one year by the competent authority, correspondingly the tenderer has to submit the BG for the remaining tender period.
- (iii) The security deposit if it is in the form of Bank Gurantee shall be furnished for a period of two year from the date of award of contract/tender. No interest will be paid on the security deposit.

The security deposit shall be released only after completion of tender period to the best satisfaction of the purchaser after reducing the penalty of amounts if any imposed.

**F Guarantee:**

- (i) The contractor /supplier / tenderer agrees that the material supplied shall be guaranteed as per the standards. In case if any defect is noticed , the material shall have to be replaced by the contractor within one week from the date of receipt of the written notice from the purchaser or any person authorized on his behalf, at no additional cost to the purchaser.
- (ii) The contractor /supplier/ tenderer agrees that if the contractor/ tenderer fails to deliver the items or any consignment within the prescribed delivery time mentioned in the purchase order. The purchaser shall

be entitled to recover 0.5% of the value of the total purchase order for each week's delay or part thereof for a period of 10 Weeks and thereafter 0.7 % of the value of delayed supply for each week of delay or part thereof. Quantum of the liquidated damages and delay assessed and penalty imposed by the Purchaser shall be final and not changeable by the supplier .

- G** If the successful tenderer / contractor is found to have supplied the items of poor quality or fails to supply within the prescribed time limits, the tenderer is liable to be black listed and will not be allowed to participate in future tenders apart from forfeiting the Security Deposit.
- H** The tenderer/ supplier agree that he will not claim any revision due to "Market Fluctuations which might effect the price in the tender.

**I payment of Bills:**

The contractor / tenderer should submit the bills in duplicate along with copy of the purchase/ Work order and delivery challan of the goods/ materials supplied for arranging the payment. Generally the Bills will be paid with in 30 days of the receipt of bills, which are in order.

**J Validity of agreement:**

This agreement shall be deemed to be in force for a period of one year from..... to--  
-----, or completion of work for Rs.----- (In words) -----  
----- whichever is earlier or until this contract: The General  
Manager Telecom Dist, BSNL, Raipur reserves the right to extend the time limit of the contract by  
another period of one more year on the same terms and conditions or issues arising out of the  
implementing the conditions in the agreements are totally solved, whichever is later.

**K Disputes/Arbitration:**

That in case of any dispute or differences ,breach & violation relating to the terms of this agreement .The said dispute or difference shall be referred to the sole arbitration of CGMT Raipur of Bharat Sanchar Nigam Limited (BSNL) or any other person appointed by him. That the award of the arbitrator shall be final and binding on both the parties. In the event of such Arbitrator to whom the matter is originally referred to vacates his office on resignation or otherwise or refuses to do work or neglects his work or unable to act as Arbitrator for any reasons what so ever, the CGMT Raipur shall appoint another person to act as Arbitrator in the place of outgoing Arbitrator and the person so appointed shall be entitled to proceed further with reference from the stage at which it was left by the predecessor's/s ..... (Opposite Party name) will have no objection in any such appointment that Arbitrator so appointed is employee of BSNL. The adjudication of such Arbitrator shall be governed by the Provisions of Arbitration and conciliation Act 1996 or any statutory modification or reenactment thereof or any rules made there of'.

**L Termination:**

The contract maybe terminated by the purchaser at any time by giving one month's notice in writing to the contractor without assigning any reason thereof and the decision shall be final. The Purchaser shall not be responsible for any loss, damage etc incurred to the contractor/ tenderer as a result of termination of the contract. The purchaser shall be free to take due action for appointment of new contractor during the period under notice or thereafter.

**M. Cancellation :**

The Purchaser reserves the exclusive right of rejecting the material and also cancellation of the purchase order even in any of the following conditions of ( Non –confirmation of delivery schedule (ii) non confirmation to the specifications and standards.

**N Indemnity**

- (i) The contractor / supplier / tenderer agrees to bear, at his own cost and risk, any loss sustained to the purchaser due to any fault , error ,or any defect in the material supplied .
- (ii) The contractor/ supplier /tenderer declares that he will intimate names , if any of his relatives are

posted as Asst Accounts Officer or sub Divisional Engineer or any other ranks above these two in any office connected to the contract. The contractor also agrees to intimate the names of such persons who are presently working or subsequently employed or near relatives to any Group B officer in the office, responsible for award and execution of the contract. The terms near relative means wife, husband, parent, Grand parents, children, brothers, sisters and other blood relatives etc nearer to the tenderer / suppliers

- (iii) The contractor declares that he is not an officer/ employee in any capacity in the department.
- (iv) The contractor /supplier / tenderer agrees to the cancellation of this contract, if any of the above conditions are violated and indemnifies the Government for the consequential losses if any to the contractor. The other terms and conditions mentioned in the tender document hold good and binding on the successful contractor / supplier/ tenderer . Any deviation of the tender conditions shall entail the forfeiture of the EMD/SD etc apart from the legal actions if any proposed by the competent authority .

Signed and delivered  
Name in block letters:  
For and on behalf of Suppliers  
M/s.....

Signature  
Designation  
On behalf of GMTD, BSNL, Raipur  
Name in block letters and signature  
Designation

Witness :

- 1.
- 2.



**LETTER OF AUTHORISATION FOR ATTENDING BID OPENING**

No. ; W-1-18/GMTDR/ Ltd. Tender-133/ Toner Refilling /2018-19/8 Dated: 08/01/2019

Subject: Authorization for attending bid opening on \_\_\_\_\_ in the tender of .....

Following persons are hereby authorized to attend the bid opening for the tender mentioned above on behalf of.....

(bidder) in order of preference given below.

Order of preference	Name	Specimen Signature
I)		
II)		
Alternate Representative		

Signature of bidder  
or  
Officer authorized to sign the bid documents on behalf of the bidder.

- No. 1. Maximum two representatives will be permitted to attend bid opening. In cases where it is restricted to one, first preference will be allowed. Alternate representative will be permitted when regular representatives are not able to attend.
- No. 2 . Permission for entry to the hall where bids are opened may be refused in case authorization as prescribed above is not recovered.

**AN AFFIDAVIT IS TO BE GIVEN BY THE PROPRIETOR/PARTNER’S / DIRECTORS**

**(To be executed in presence of Public notary on non-judicial stamp paper of the value of Rs.100/-or More. The stamp paper has to be in the name of the tenderer)**

I \_\_\_\_\_ Sole proprietor/ Partner/ authorized signatory of -----  
 \_\_\_\_\_ sole proprietorship/partnership firm/public/ private limited  
 company, having its principal place of business/ registered office at -----  
 ( Full Address) do hereby solemnly affirm and declare as under:-

1. That I am the sole proprietor of M/s \_\_\_\_\_

	Full Name of proprietor	Fathers Name	Address	Contract No.	Email ID
1					

**OR**

That our firm is partnership firm having partners as under:-

	Full Name of partners	Fathers Name	Address	Contract No.	Email ID
1					
2					
3					

**OR**

That our firm is Private limited / public limited company incorporated in terms of the provisions of the Companies Act. 1956/ Companies Act, 2013.

	Full Name of Directors	Fathers Name	Address	Contract No.	Email ID
1					
2					
3					

2. I /we -----(Name of Partner/ Directors) all the partners/ Directors here by authorize to Mr.----- to act in our name and on behalf and sign and execute all documents/ agreements binding the firm for all contractual obligations ( including references of cases to arbitration) arising out of contracts to be entered into by the firm with the GMTD BSNL Raipur , (C.G.) in connection with their Tender for----- Vide NIT No. -----

In short he is fully authorized to do all each and everything requisite for the above purpose concerning \_\_\_\_\_ (Name of Firm) and we hereby agree to confirm and ratify his all and every act of this or any documents executed by our said attorney within the scope of the authority hereby conferred on him including references of cases to arbitration and the same shall be binding on us and our firm as if the same were executed by us individually or jointly.

3. Detail trade/work description of Firm:-

- I. -----
- II. -----
- III. -----

4. I/We declared that my "Firm/Company Name" Address -----  
----- (which is registered under Firm of registrar/ company Act or any other statutory organization ) is Unique in all others respective organization such as EPF, ESI, GST, Income Tax Return , PAN and other Govt. organization . If any discrepancy is found then I would not be allowed in any interim relief in any ground of Passing off.
5. That I/We will is not barred from participating in bidding process in BSNL by any BSNL Unit & No any suit case in BSNL by any BSNL Unit or any other statutory Govt. Organization.
6. I/We the tenderer(s) am / are signing this document after carefully reading the contents.
7. I/We the tenderer(s) also accept all the conditions of the tender and have signed all the pages in confirmation thereof. **If I/We fails to enter into the agreement & commence the work in time the EMD/SD as deposited will stand forfeited to the BSNL.**
8. I/We declare that, I/We will fulfill / comply all the terms and conditions of the Clause by Clause Compliances, no deviation & no any addition/deletion/correction has been made in the downloaded tender document being submitted/uploading and it is identical to the tender document appearing on the website. In case of any corrections/addition /alteration /omission in the tender document, the tender bid shall be treated as non-responsive and shall be rejected summarily with black listing of bidder for any further work in BSNL.
9. I / we declare and certify that I / We have not made any misleading or false representation in the forms, statements and attachments in proof of the eligibility criteria requirements.
10. I/we also understand that, if any of the certificates submitted by us are found to be false / forged or incorrect at any time the award of the contract, it will lead to termination of the contract, along with forfeiture of EMD/SD and Performance guarantee be sides any other action provided in the contract.
11. I/We declare that, I/We will fulfill / comply all the terms and conditions of the provisions of Employees' Provident fund Scheme 1952 (EPF) & Misc. Provisions Act, 1952 with latest amendments in respect of labours / employees engaged by me/us for performing the works of BSNL.
12. I/We declare that, I/We will fulfill / comply all the terms and conditions of the provisions of Employee's Insurance ACT 1948 (ESI ) & other Govt .Duty with latest amendments in respect of labours / employees engaged by me/us for performing the works of BSNL.
13. I/We declare that, I have sufficient capital resources to carry out operations and will make due payment, to our firms labour / employees assigned to execution of the tender no.-----  
----- of BSNL CG (BSNL) as per laws every month, insulating it from payments from BSNL. I/We also **under take** to perform in faithful & efficient manner the work of this tender without linking it to payments from BSNL.
14. I/We hereby confirm and declare that, my/our firm/company M/s.....  
..... and my/ our firm/ group/ company/ sister concern / associate company have not been black listed/ de-listed or debarred put on holiday by any Institutional agencies/ Private/Govt. Deptt./ Public Sector Undertaking from participating in the tender, in last 3 year( **my submitted experience certificate years as per experience clause 8 in section 1 of NIT**) as on NIT.
  - i. If previously black listed / Barred pl providing details of same -----

ii. My/ Our firm / partner as not black listed/ Business Banning by any organization/ PSU/Govt. Body. From participating in the tender as on date.

(If this condition is come to notice at any time, during TOC, TEC & contract period, than entire amount of EMD, performance security Deposit & Bank Guarantee will be forfeited & all running contract shall be terminated.)

15. I/We also declare that, no store of BSNL will be pending with me/ us issued against completed/ terminated works of BSNL.
16. I/We declare that, in case it comes to the notice that the declaration/ documents/ information given by me/ us are false, the GMTD Raipur/ Chhattisgarh Telecom Circle is fully empowered to cancel my/our registration and can remove my/our name /Firm from the enlistment.
17. I/We hereby confirm and declare that, my/our firm/company M/s..... is /are not involved in any illegal activity and/or not charge sheeted for any criminal act of theft and/or diverting of fertilizers for industrial use or any other essential commodity during last five years.
18. I/We also declare that, none of my blood relative is working in the Bharat Sanchar Nigam Limited anywhere in India.
19. I/We further undertake that, in case any of the facts sworn in as mentioned above and any particulars mentioned in our application as found other- wise or incorrect or false any stage my / our firm /company shall stand debarred from the present and future tenders of the BSNL. Besides BSNL shall be entitled to take all such actions as may be deemed fit including termination of contract , if awarded , without any claim for any compensation whatsoever on account of such premature closure of the contract.
20. I/We declare that, all the information, Documents, Xerox copies of the Documents/ Certificates enclosed along with the Tender document are correct and if anything found false and/or incorrect and/or any suppression of fact is detected at any time, tender will be terminated and EMD/SD/Bills pending with Department will stand forfeited to BSNL and the contractor will be debarred from participation of any tender of this Department in future.
21. I/we know that, to swear a false affidavit is a crime under the law and with such knowledge only I have swear this Affidavit.
22. I/we declare that, the information and documents submitted along with the tender by me / us are correct and I / we are fully responsible for the correctness of the information and documents submitted by us.

Signature of the authorized person  
(Full name & address with Photo)

(Signature of the Proprietor/ Partner/ Director with seal)

**DEPONENT**

Verified at -----on-----that the contents of paras 1 to 22 of this affidavit are true and correct and no part of this is false and nothing material has been concealed or falsely stated therein.

I personally verified sign of authorized person Mr.-----

And his AADHAR CARD NO -----

Signature of the authorized person  
(Full name & address with photo)

(Signature of the Proprietor/ Partner/ Director with seal)

Witness  
(Full name & address)

**DEPONENT**

(Signature & seal of Notary)

**Performance SECURITY (BOND FORM)**

BG No. \_\_\_\_\_ Date \_\_\_\_\_  
Rs.----- Valid up to \_\_\_\_\_

In consideration of the CMD, Bharat Sanchar Nigam Ltd having agreed to exempt . . . . .  
[Hereinafter called the "Contractor(s) "] from the demand, under the terms and conditions of an agreement/Purchaser  
Order) No. . . . . Dated.....made between ..... and .....for .....forth Tender of . . . . .  
..... (hereinafter called the "the said agreement"), of security deposit for the due fulfillment  
by the said Contractor (s) of the terms and conditions contained in the said Agreement, on production of a bank guarantee  
for..... we,(Name of the Bank).....(Herein after referred to as "the Bank") at the request of . . . . .  
(contractor(s) do hereby undertake to pay to the BSNL an amount not exceeding . . . . . against any loss or  
damage caused to or suffered or would be caused to or suffered by the BSNL by reason or any breach by the said  
Contractor(s) of any of the terms or conditions contained in the said Agreement.

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

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

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

5. 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 hereunder to vary any of the terms and conditions  
of the said Agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any  
time or from time to time any of the powers exercisable by the BSNL against the said contractor(s) and to forbear or  
enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by  
reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act or omission on  
the part of the BSNL or any indulgence by the BSNL to the said contractor(s) or by any such matter or thing whatsoever  
which under the law relating to sureties would, but for this provision, have effect of so relieving us.

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

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

Dated the.....date .....  
For .....  
(Indicate the name of the Bank)

Name of the Branch\_\_\_\_\_

Bank Contract Telephone No. ----- Mobile No.-----

E-Mail ID \_\_\_\_\_

Signature of the *Witness*

Name of Witness

Address of Witness

SECTION XI

NEAR RELATIVES CERTIFICATE IN BSNL

**DECLARATION**

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

I,.....S/o.....  
.....resident of -----  
.....hereby certify that none of my  
near relative(s) as defined below is/are employed any where in BSNL as defined below. In case at any  
stage, it is found that the information given by me is false/incorrect, BSNL shall have the absolute right  
to take any action as deemed fit, without any prior intimation to me.

Signature of the 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 in case of Private Ltd. Company, by all the directors of the company.

**Definition of Near Relative:** The near relatives for this purpose are defined as

- (a) Members of a Hindu Undivided Family,
- (b) They are husband and wife,
- (c) The one is related to the other in the manner as father, mother son(s), son's Wife (daughter-in-law), Daughter(s) & daughter's husband (son-in-law), brother(s) & brother's wife, sister (s) & sister's husband ( brother-in-law).

**SECTION-XII**

**1. Business Banning Condition**

The contractor shall be blacklisted for a specific period under any of the following circumstances:

- a) If the contractor fails to execute the contract or executes it unsatisfactorily.
- b) If the contractor is no longer in possession of adequate man power/ labour/ personnel or financial resources.
- c) If the contractor is litigious by nature or has violated any condition of the contract.
- d) If the contractor is found to have given false information at the time of enlistment or is declared or is in the process of being declared bankrupt/insolvent winding-up, dissolved or partitioned.
- e) If the contractor persistently violates the labour regulations and other contract laws.
- f) If the contractor has been found involved in unethical business practices.
- g) If the contractor has been found adopting wrongful means to influence the departmental authorities.

The blacklisted contractor shall neither be allowed to participate in the tenders nor shall be allowed to apply for fresh enlistment any where in the DTS during the specified period of black listing

**2. .Period for removal /black listing**

a) The contractor who has been removed from the enlistment shall neither be allowed to participate in the tenders any where in BSNL nor shall be allowed to apply for enlistment for a period of 15 years from the date of issue of order

**b) Black listing**

The contractor who has been black listed shall neither be allowed to participate in the tender any where in BSNL nor shall be allowed to apply for enlistment for a minimum period of 02 years and maximum period of 05 years from the date of issue of order

The action of removal/black listing will impact the economic interest of the contractor and therefore, it is likely that the contractor may seek recourse to legal action, it is therefore incumbent on the part of competent authority to ensure that proper and adequate ground exists for such decision. However, for proper and timely execution of works, the terms and conditions should be observed meticulously and appropriate and timely action should be initiated against the contractors(s) if delays, lapses or violations are observed without waiting for their repetitions. Timely execution of works with requisite quality at competitive costs is the essence of the contract system.

**3 Termination Notice**

1. Before terminating of the running contract a show cause notice may be issued to contractor to reply within 15 days. GMTD Raipur reserved the right to decide the explanation if submitted by the contractor for terminating the running contract.
2. If any communication/information comes to the notice of SSA Raipur, regarding black listing of the firms. The GMTD BSNL Raipur reserved the right to discontinue /terminate of all the running contract of this firm.



**SECTION-XIII****FINANCIAL BID**

NIT No.: W-1-18/GMTDR/ Ltd. Tender-133/Toner Refilling /2018-19/ 8

Dated: 08/01/2019

**RATES TO BE OFFERED****RATES TO BE OFFERED FOR LIMITED TENDER FOR SUPPLY & REFILLING OF TONER UNDER GMTD RAIPUR.****Required customized Item:-**

Sl no	Particulars	Unit	Rate in Rs.	
			In figure	In words
1	HP12 A Toner Refilling 120 gram	Each		
2	HP 88 A Toner Refilling 120 gram	Each		
3	Samsung 3400 Toner refilling 100 gram	Each		
4	Samsung SCX- 3401 Toner refilling 100 gram	Each		
5	Konica Minolta Toner refilling TNP 28S-IUP15, 100 gram 100 gram	Each		
6	Quick hill Anti Virus Total Security 10 Users for 1 Year	Each		
7	DOT Matrix printer ribbon	Each		
<b>GRAND TOTAL</b>				

**Optional Item:-**

Sl no	Particulars	Unit	Rate in Rs.	
			In figure	In words
1	PCR Roller	Each		

2	HP12 A Toner Drum	Each		
3	HP88 A Toner Drum	Each		
4	Samsung every Toner Drum	Each		
5	HP12 A Compatible Toner	Each		
6	HP88 A Compatible Toner	Each		
7	Samsung 4300 Compatible Toner	Each		
8	Samsung 1666 Compatible Toner	Each		
9	Samsung 1866 Compatible Toner	Each		
10	HP12 A Original Toner	Each		
11	HP88 A Original Toner	Each		
12	Refilling of cartridge @ rate of 150 ml. ink tech ink in case of ink jet cartridge refilling.	Each		
13	HP12 A/88A Magnetic Rod			

**Prior approval of GM Raipur for optional items.**

1. Rate should be inclusive of ,labour charges, insurance, transportation, Materials & all taxes / duties applicable in state/central govt. and public bodies excluding GST.
2. The price bid in the given format only should be submitted & price should be given in figure & words. No over writing is allowed. In case of correction, it should be initialed / signed by tenderer.
3. In case of difference between the rate quoted in words and Figures the rates quoted in words will prevail.
4. Above Requirement is for the period of one year and work order will be given on as per requirement.
5. Quantity may vary as per requirement.
6. The rates will be fixed during the validity of the contract original / extended as per provisions of the contract.
7. Schedule of requirement and specification should be as per section VI.
8. L-1 bidder will be decided On the GRAND TOTAL of Required Item.
9. Rates for Optional item will not be considered for Evaluation of Tender.
10. Please quote rate for all above item.
11. Non conformity to the same will be treated as non responsive bid and the tender will be rejected.

**Declaration:** I/We declare that: -

- i) Should this tender be accepted, I/We agree to abide by & fulfill all the terms & conditions set forth in the tender document.
- ii) I/We agree to pay the amount of security deposit/performance bank guarantee of 5 % of the Approved tender cost.

If our Bid is accepted, we shall submit the securities as per the conditions mentioned in the contract.

I/ We agree to bide by this Bid for a period of 180 days from the date of opening of qualified bid and it shall remain binding upon us and may be accepted at any time before the expiry of that period.

**I have read and understood the terms and conditions of the tender documents and have quoted the rates accordingly and shall abide by the provisions contained therein.**

**Dated:-...../...../...../**

**Signature of the tenderer .....**

**Name of Tenderer.....**

**Address .....**

**Mob./Telephone .....**



# VENDOR MASTER FORM



(The details listed will be used for making all payments against POs / WOs, refund of EMDs / SDs, intimation of payments by email, issue of TDS certificates, C Form for CST purchases etc.)

**(\*) Minimum Required Fields to be Filled by the Company/Vendor. Please Attach copies of the supporting documents.**

Title\* :

Name\* :

Address \* :

Town/District\* :

City\* :

State\* :

Postal/Pin code\* :  Country\* :

**Contact Details:**

Telephone Number :  Fax No. :

Email\_id :

*(Mandatory for E-Tendering)*

Name of Contact Person :  Mobile No. :

Alternate Contact Person :  Mobile No. :

**Tax information:**

PAN :

Service Tax reg. no. :

LST (Local VAT reg.No.) :  CST Reg. No. :

Tax Registration no. (for Foreign Vendors) :

**Income Tax Exemption details:**

IT exemption no. :  IT exemption rate :

IT Exemption date :

IT exemption date from :  IT exemption date to :

**Excise Details:**

Excise reg. no. :

Excise Range :

Excise Division :

Excise Commissionerate :

**Payment Transaction/Bank Details:**

Bank Country :

Bank Name :

Bank Address :

Bank A/c No :

Bank IFSC :

Account holder's Name :

Type of Account : Savings(10)  Current(11)

SWIFT Code (for Foreign Vendors) :

IBAN (for Foreign Vendors) :

**(Enclose a blank Cheque / a photocopy of the Cheque to verify A/c No. & Bank details)**

**Industry Status:**

Micro/ SSI Status : Yes  No

1. I/We hereby authorize BSNL to make all payments to us by cheque /direct credit to our bank account details which are specified above.
2. I/We hereby authorize BSNL to deduct bank charges applicable for such direct bank payments.

- Note:
1. If PAN is not provided, TDS @20% will be deducted wherever applicable.
  2. If Excise Registration/Service Tax Registration/VAT Registration Number is not provided, then the taxes will not be paid wherever applicable.
  3. If Bank Particulars are not provided, the payment will be made by Cheque only.
  4. If the relevant documents for Micro/SSI status are not provided, then the relevant exemptions will not be given.

**Company / Vendor Authorized Signatory / Designation** \_\_\_\_\_ **Date:** \_\_\_\_\_ **Company Seal** \_\_\_\_\_

**(For Office Use)**

Vendor Account Group :  Payment Method :

TDS Type - Invoice :  TDS Code - Invoice :

Checked by:	Authorized by (Finance)	SAP Vendor Master Created on	SAP Vendor Code