

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



**BID DOCUMENT**

**Tender for Comprehensive Annual Maintenance Contract (AMC) of  
Computer hardware / Software and Maintenance of LAN  
Connectivity for internet and ERP in the Office of CGMT BSNL J&K  
Circle, Jammu**

Tender No. 126-2/Comp/AMC/Tender/2016/18

Dated: 07/06/2017

Date of submission and Opening: - As per Detail NIT on Page no.3 & 4

**(Note: before submission of Bid Document kindly read terms & conditions carefully and see all clarifications/ corrigendum on our website)**

**(It is a two stage Bid with two Envelopes 'A & B ' See clause no.7, 15 & 19 of section-II)**

O/o CGMT, BSNL J&K Circle Jammu  
4<sup>th</sup> Floor, North Block Bahu Plaza, Rail Head Complex Jammu-180012

Kindly visit our website at - [www.jandk.bsnl.co.in](http://www.jandk.bsnl.co.in)  
Phone nos. 0191- 2477212, FAX- 0191-2477330

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**All clauses are complied**

**Signature of the bidder with seal**

**BHARAT SANCHAR NIGAM LIMITED**  
**(A Government of India Enterprises)**  
O/o CHIEF GENERAL MANAGER BSNL J&K CIRCLE, JAMMU

**SECTION-I**  
**NOTICE INVITING TENDER**

**Dated:- 07/06/2017**

Wax or PVC tape sealed tenders are invited on behalf of CMD BSNL by the Chief General Manager BSNL J&K Circle, Jammu for Comprehensive Annual maintenance work for IT related items and networking in the Office of CGMT BSNL J&K circle Jammu from the Eligible bidders.

Sl. No	Tender Enquiry no.	Name of Item	Qty.	Amount of Bid Security in Rs.	Date and time of			Estimated cost of AMC in Rs.	Price of bid document in Rs.	No. of Eligible bidders among which the order will be placed
					Sale of Bid Document	Submission of Bids	Opening of Technical Bids			
1	2	3	4	6	7	8	9	10	11	12
1.	126-2/Comp /AMC/Tender/ 2016/18  Dated: 07/06/2017	AMC of computer HW / Software, and Mtce. of LAN for internet and ERP Connectivity in Office Of CGMT BSNL J&K circle Jammu	As per bid document	Rs.3625/-	09/06/2017 to 29/06/2017 Between 11.00 AM to 16.00 PM on all working days.	30 /06/2017 up to 15:00 Hrs	30/06/2017 at 15.30 Hrs	Rs1,45,500/-	Rs.150/- +VAT@14.5% , Non-Refundable)	One

1. Bid Document can be down loaded from website [www.jandk.bsnl.co.in](http://www.jandk.bsnl.co.in) and application made on such a form shall be considered valid for participation in the tender process subject to submission of demand draft of requisite value issued by Nationalized / scheduled bank along with the bid. The bid document will also be available for sale with ADT (IT), Office of CGMT BSNL J&K circle Jammu, 4<sup>th</sup> Floor, North Block Bahu Plaza Rail Head complex, Jammu -180012 as per date mentioned above between 11.00 AM & 16.00 PM on all working days. **Demand Draft (Non-refundable) should be in favour of "Account Officer (CBA), O/o CGMT BSNL J&K Circle Jammu"**.
2. **BID SECURITY:** - The bidders (small scale units) who are registered with National Small Scale Industries Corporation UNDER SINGLE POINT REGISTRATION SCHEME are exempted from payment of bid security to the extent of their monetary limit. In case of bidders having monetary limit exceeding Rs. 50 Lakhs, the exemption will be limited to Rs 50 lakhs (Rupees Fifty lakhs) only. If the amount of the bid security specified above is more than monetary limit of any bidder, then such bidder needs to furnish Bid Security for the differential amount (i.e. Bid security amount mentioned above minus their monetary limit subject to the maximum of Rs. 50 lacs) in the manner specified in clause no.12 section-II. A



**All clauses are complied**

**Signature of the bidder with seal**

proof regarding current registration with NSIC for the tendered item(s) will have to be attached along with the Bid Documents. The NSIC certificates having monetary limit as 'NO LIMIT', 'Without Limit' will not be treated as valid certificate.

3. **BIDS WILL BE OPENED IN TWO STAGES.** TECHNICAL BID WILL BE OPENED FIRST AND AFTER EVALUATION OF TECHNICAL BIDS THE FINANCIAL BIDS (PRICE SCHEDULE) WILL BE OPENED AT A LATER DATE TO BE COMMUNICATED.
4. **Eligibility Condition:**
  - (a) Bidder should have requisite experience and capability to carry out similar works and should have successfully executed works of "Comprehensive Maintenance for an amount of Rs. 1,00,000/- during any one year of the last three financial years i.e. 2014-15, 2015-16 and 2016-17 in BSNL / MTNL / DOT or any other Govt. / state/ semi-Govt. department or any PSUs in the country.
  - (b) The satisfactory certificate issued by an officer not below the rank of AGM/ DE/ CAO in case of BSNL/ MTNL and ADG in case of DOT and in charge of corresponding department or PSUs in other cases must be attached in support of the experience.
  - (c) The bidder should have valid registration of Sales Tax department.
  - (d) The bidder should have valid PAN card.
5. Small Scale Industries registered with NSIC under single point registration scheme and desirous of getting tender documents free (for tenders where the procurement cost of the tender is up to Rs. 50 Lacs only) may apply to ADT (IT) O/o CGMT, BSNL J&K Circle Jammu. The SSI bidders downloading the tender document from website should submit documents proving their eligibility, valid registration certificate from NSIC for tendered items, monetary limit of financial competence to perform the contract under the tender.
6. Bid document shall be issued during the office hours on all working days from the date of Publication of NIT up to one day prior to the date fixed for receipt of Bid Documents.
7. Before submitting the Bid on due date kindly see all corrigendum/clarifications issued on the website.
8. TENDER EVALUATION CRITERIA: - Tendered item will be evaluated as a package on the total composite price inclusive of all the levies & Taxes as indicated in Price Schedule at Part-II of Section VII of Bid Document.
9. CGMT BSNL J&K circle reserves the right to reject any or all bids without assigning any reasons thereof and without incurring any liability to the affected bidder(s) on account of his action.

**ADT (IT)**

**Phone nos- 0191- 2477212, FAX- 0191-2477330**

**Email :amrik@bsnl.co.in**



**All clauses are complied**

**Signature of the bidder with seal**

## SECTION II

### INSTRUCTIONS TO BIDDERS

#### A) INTRODUCTION

##### 1. DEFINITIONS:

- 1.1 **“The Department”** means the Chief General Manager, BSNL J&K Circle, Jammu.
- 1.2 **“The Bidder”** means the individual or firm who participates in the tender and submits its bid.
- 1.3 **“The Contract”** means the documents forming the tender and acceptance thereof and the formal agreement executed between the competent authority on behalf of the BSNL and the contractor, together with the documents referred to therein including these conditions, the specifications, designs, drawings and instructions issued from time to time, by the engineer in charge and all these documents taken together shall be deemed to form one contract and shall be complementary to one another.
- 1.4 **“The Contractor”** means the individual, firm or company, whether incorporated or not, undertaking the works and shall include the legal personal representative of such individual or the persons composing such firm or company, or the successors of such firm or company and the permitted assignees of such individual, firm or company.
- 1.5 **“The Normal time”** means time specified in the work order to complete the work.
- 1.6 **“The Extension of time”** means the time granted by the department to complete the work beyond the normal time or stipulated time.
- 1.7 **“Duration of completion of work”** means the time specified in the work order plus extension of time granted, if any.
- 1.8 **“The Comprehensive Maintenance Contract, herein after called Annual Maintenance Contract or AMC in short”** shall be for the diagnosis and rectification of faults in the computer systems and Peripherals, Laptops , and Maintenance of LAN connectivity for internet and ERP alongwith formatting and reloading of Operating Systems, MS Office, SAP for ERP, Antivirus and other related softwares etc as per requirement of this office. The licensed software will be provided by BSNL.
- 1.9 **The selected bidder”** herein after called as AMC vendor, will undertake to provide service/maintenance of computer systems and peripherals to BSNL in the presence of users at the locations of hardware and software products, subject to the terms and conditions contained in this tender document for which an agreement prescribed by BSNL has to be signed.

##### 2. ELIGIBILITY CONDITIONS : -

- 2.1(a) The bidder must have successfully executed works of “Comprehensive maintenance of PCs and maintenance of LAN and similar work for an amount of Rs 1,00,000/- during any one year of the last three financial years i.e. 2014-15, 2015-16 and 2016-17 in BSNL/ MTNL/DOT or any other Govt. / state/ semi-Govt. department or any PSUs in the country.
- 2.1 (b) The satisfactory certificate issued by an officer not below the rank of AGM/ DE/ CAO in case of BSNL/MTNL and ADG in case of DOT and In charge of corresponding department or PSUs in other cases must be attached in support of the experience.
- 2.1 (c) The bidders should have valid registration with Sales Tax department.
- 2.1 (d) The bidder should have valid PAN card.
- 2.2 The bidders should possess following technical and infrastructural capabilities-
  - (a) The necessary tools, testers and electronic devices, which are required for repairing at the repair center.



**All clauses are complied**

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- (b) IT Trained technical staff minimum one person are to placed in service for the said contract. The **copy of EPF registration** for the said Technical staff is to be submitted.
- (c) The bidder should have office at Jammu.

### 3. COST OF BIDDING: -

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

## B. THE BID DOCUMENTS

### 4. DOCUMENTS REQUIRED: -

4.1 The bidding procedures, contract terms and conditions are prescribed in the Bid Documents. The Bid documents include:

- (a) Notice Inviting Tender at Section I
- (b) Instructions to Bidders at Section II
- (c) General (Commercial) Conditions of Contract at Section III
- (d) Special conditions of Contract at Section IV
- (e) Agreement at Section V
- (f) Declaration regarding blacklisting at Part-I of Section VI
- (g) Bid Form at Part-I of Section VII
- (h) Price Schedule at Part-II, Annexure –A of Section VII
- (i) Near Relation Certificate at Part IIIA of Section VII
- (j) Bidder Details at Part IIIB of Section VII
- (k) Bid Security Form at Section VIII
- (l) Performance Security Bond Form at Section IX
- (m) Letter of authorization to attend bid opening at Section X
- (n) Performa of General Power of Attorney at Section XI

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

### 5. CLARIFICATION OF BID DOCUMENTS

5.1 A prospective bidder, requiring any clarification on the Bid Documents shall notify the Department or his representative in writing or by FAX or email at his mailing address indicated in the notice inviting tender. The Department shall respond in writing to any request for the clarification of the Bid Documents, which it receives **15 days prior to the date of opening of the Tenders**. Copies of the query (without identifying the source) and clarifications by the Department shall be sent to all the prospective bidders who have received the bid documents.

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



**All clauses are complied**

**Signature of the bidder with seal**

## 6. AMENDMENT OF BID DOCUMENTS

- 6.1 At any time, prior to the date of submission of Bids, the Department may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify bid documents by amendments prior to the date of submission of Bids with due notification to prospective bidders.
- 6.2 The amendments shall be notified in writing either by post or by FAX to all prospective bidders on the address intimated at the time of purchase of the bid document from the Department and these amendments will be binding on them.
- 6.3 In order to afford prospective bidders a reasonable time to take the amendment into account in preparing their bids, the Department may, at its discretion, extend the deadline for the submission of bids suitably.

## C. PREPARATION OF BIDS

### 7. DOCUMENTS COMPRISING THE BID

It is a two-bid system and the bid prepared by the bidder shall comprise the following components:

- i) **TECHNO-COMMERCIAL BID** : Shall comprise the following documents:
- (a) Documentary evidence established in accordance with the clause 2 & 10 of section-II that the bidder is eligible to bid and is qualified to perform the contract if his bid is accepted.
  - (b) DD for cost of Bid Document (in case the tender document is downloaded from our website)
  - (c) Bid Security furnished in accordance with clause 12 of section-II.
  - (d) A Bid form completed in accordance with clause 8 section-II.
- ii) **FINANCIAL BID**: It comprises the “**Price schedule**” (as per section-VII part-II) and to be submitted in a separate cover in accordance with clause-9 section-II.

**The Bids will be opened in two stages with financial bid (price schedule) at a later date (to be communicated) after evaluation of the technical bids.**

### 8. BID FORM

- 8.1 The bidder shall complete the bid form and appropriate Price Schedule furnished in the Bid Documents and prices as per section VII.
- 8.2 Bid Document is not transferable. The Bid from any firm, which has not obtained the bid document from this office on payment of required fee, shall be rejected.
- 8.3 Bids submitted by the bidders in their own Performa are liable to be rejected.

### 9. BID PRICES

- 9.1 The bidder shall give the total composite price inclusive of all Levies & Taxes The BSNL shall pay only the rates quoted and agreed through this tender. The offer shall be firm in Indian Rupees. No Foreign exchange will be made available by the Department.
- 9.2 The contractor shall quote as per price schedule given in part II of section VII for all the items given in price schedule.
- 9.3 The prices quoted by the bidder shall remain fixed during the entire period of contract of one year 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 shall be rejected.**
- 9.4 The prices quoted by the bidder shall be in sufficient detail to enable the Department to arrive at the price of equipment/system offered. Bidder must quote lowest rate for each



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item individually in the financial bid and not do any cross-subsidizations, because Department will be free to increase or decrease or drop any of the item mentioned in the price schedule.

9.5 **“DISCOUNT, if any,** offered by the bidders shall not be considered unless specifically indicated in the price schedule. Bidders desiring to offer discount shall therefore modify their offers suitably while quoting and shall quote clearly net price taking all such factors like Discount, free supply, etc, into account”.

9.6 The price approved by BSNL for procurement will be inclusive of Levies and all Taxes. Unloading charges at the consignee end shall be borne by the supplier and no separate charges shall be paid for transportation to individual sites for installation.

## 10. DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATION:

10.1 The bidder shall furnish, as part of the bid documents establishing the bidder's eligibility, all the following documents or whichever are required as per terms and conditions of Bid Documents.(All the documents should be self attested).

**I. Bid security or E.M.D. for Rs. 3625/- as per instruction in NIT at Section-I.**

**II. Duly attested or self attested copy of work execution certificate for Rs. 1,000,00/- issued by an officer not below the rank of AGM/DET/CAO in case of BSNL/MTNL and ADG in case of DOT and In charge of The Corresponding Deptt. Or PSUs in other cases, for satisfactory completion of works “ Comprehensive maintenance of PCs, peripherals etc and Networking in BSNL, MTNL, DOT, or any Central/State govt. department or PSU in the country during any one year of the last three financial years i.e. 2014-15, 2015-16 and 2016-17 as mentioned in para-2.1 (a) of section-II**

**III. Tender documents, in original, duly filled in and hand signed by bidder or his authorized representative along with seal on each relevant page, all corrections and over writings must be initialed with date by the bidder or his authorized representative.**

**IV. The registration of the firm as per applicable laws (the affidavit on stamp paper regarding proprietorship of the firm in original or attested copy, in case of proprietorship), authenticated copy (duly registered) of partnership deed in case of partnership firm, (Article of association/Memorandum of Understanding in case of Companies).**

**V. Signed declaration about technical and infrastructure capabilities as per clause 2.2 of section-II of Eligibility conditions above -self-attested.**

**VI. Latest and valid NSIC Certificate duly certified by NSIC (if applicable).**

**VII. Bid form (Section VII), duly filled in.**

**VIII. Duly attested or self attested copy of registration from Sales Tax Department valid on the date of tender opening.**

**IX. Certificates from all Directors of the bidder stating that none of their Near relatives are working in BSNL in accordance with clause 32 of Section II.**

**X. General Power of Attorney preferably in proforma at Section XI (Ref. Clause 14.4, Section-II of Bid Documents)**

**Xi Copy of Valid PAN card – self attested.**

**NOTE:** If any one of the above documents, required to be submitted along with technical bid, is found wanting, the offer is liable to be rejected at that stage. However,



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the purchaser at its discretion may call for any clarification regarding the document. The purchaser at its discretion may also ask for the submission of any additional/missing document(s) within a stipulated time period. In such case(s), the bidder shall have to comply the purchaser's requirement within the specified time. In case of non-compliance to such queries, the bid will be out rightly rejected without entertaining further correspondence in this regard.

- 10.2 The department shall reject a bid not secured in accordance with Clause 10.1 above.
- 10.3 The successful bidder's bid security may be converted to part performance security Deposit.
- 10.4 EMD paid against any other tender will not be adjusted towards this tender and hence Fresh EMD is required to be paid against this tender.
- 10.5 A signed undertaking from Authorized Signatory of the bidder that shall certify that all components/ parts/ assembly/ software used in the Desktops and Servers like Hard disk, Monitors, Memory etc. shall be original, new components/ parts/ assembly/ software and that no refurbished/ duplicate/ second hand components/ parts/ assembly/ software are being used or shall be used.

## **11. DOCUMENTS ESTABLISHING GOOD'S CONFORMITY TO BID DOCUMENTS (If applicable)**

- 11.1 Pursuant to clause 7, the bidder shall furnish, as part of his bid, documents establishing the conformity of his bid to the Bid Documents of all goods and services, which he proposes to supply under the contract.( If Applicable)

## **12. BID SECURITY / EMD**

- 12.1 (i) **Pursuant to clause 7, the bidder shall furnish, as part of his bid, a bid security for an amount as per the NIT on column-6 of Section-I of this Bid document.**  
The bidders (small scale units) who are registered with National Small Scale Industries Corporation UNDER SINGLE POINT REGISTRATION SCHEME are exempted from payment of bid security up-to the amount equal to their monetary limit or Rs.50 lakhs whichever is lower.
  - A proof regarding current registration with NSIC for the tendered items will have to be attached along-with the bid.
  - The enlistment certificate issued by NSIC will not be permanent and should be renewed within two years of presentation.
  - The enlistment certificate issued by NSIC should valid on the date of opening of tender.
- (ii) If a vendor is registered with NSIC under single point registration scheme claiming concessional benefits is awarded work by BSNL and subsequently fails to obey any of the contractual obligation, he will be debarred from any further work/ contract by BSNL for one year from the date of issue of such order.
- 12.2 The bid security is required to protect the Department against the risk of bidder's conduct, which would warrant the forfeiture of bid security pursuant to Para 12.7.
- 12.3 The bid security shall be in the form DD in favor of AO (CBA) O/o CGMT, BSNL J&K Circle Jammu payable at Jammu or a bank Guarantee issued by a scheduled/Nationalized bank in favour of AO (CBA) BSNL J&K Circle Jammu, **valid for 180 days from the date of tender opening.**
- 12.4 **A bid not secured in accordance with Para 12.1 & 12.3 of section-II shall be rejected by the Department being non-responsive at the bid opening stage and**



**All clauses are complied**

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**returned to the bidder unopened.**

- 12.5 The bid security of the unsuccessful bidder will be discharged/returned as promptly as possible but not later than 30 days after the expiry of the period of the bid validity prescribed by the Department pursuant to clause 13 of section-II.
- 12.6 The successful bidder's bid security will be discharged upon the bidder's acceptance of the advance purchase order satisfactorily in accordance with clause 27 and furnishing the performance security.
- 12.7 The bid security may be forfeited:
- (a) If the bidder withdraws his bid during the period of bid validity specified by the bidder in the Bid form or
  - (b) In the case of successful bidder, if the bidder fails:
    - (i) To sign the contract in accordance with clause 28 or
    - (ii) To furnish performance security in accordance with clause 27.
  - (c) In both the above cases, i.e. 12.7 (a) & (b), the bidder will not be eligible to participate in the tender for same item for one year from the date of issue of APO. The bidder will not approach the court against the decision of BSNL in this regard.

**13. PERIOD OF VALIDITY OF BIDS**

- 13.1 Bid shall remain **valid for 150 days from the date of opening** of bids prescribed by the department pursuant to clause 19.1. A bid valid for a shorter period shall be rejected by the Department being non-responsive. If the bidder withdraws his offer before the said period or makes any modifications in the terms and conditions of the offer, which are not acceptable to the Department, then, the Department or his representative officer shall without any prejudice to any other right/remedy be at liberty to forfeit the bid security of the bidder.
- 13.2 In exceptional circumstances, the department may request the consent of the bidder for an extension to the period of bid validity. The request and the response thereto shall be made in writing. The bid security provided under clause 12 shall also be suitably extended. The bidder may refuse the request without forfeiting his bid security. **A bidder accepting the request and granting extension will not be permitted to modify his bid.**

**14. FORMAT AND SIGNING OF BID: -**

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

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

- 14.2 **All pages of the original bid, except for unamended printed literatures, shall be signed by the person or persons signing the bid.** In case where all the pages of the bid document left unsigned the bid will be out rightly rejected at the technical evaluation stage. However, if some of the pages left unsigned in such cases action as per **Note** given under clause 10.1 of section-II will be taken.
- 14.3 The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the bidder in which case such corrections shall be signed by the person or persons signing the bid.
- 14.4 **GENERAL POWER OF ATTORNEY** (preferably as per performa available at section-XI)
- i) The power of Attorney should be submitted and executed on the non-judicial stamp



**All clauses are complied**

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paper of appropriate value as prevailing in the respective state(s) and the same be attested by a Notary public or registered before Sub-Registrar of the state(s) concerned.

- ii) The power of Attorney be executed by a person who has been authorized by the Board of Directors of the bidder in this regard, on behalf of the Company/institution/Body corporate.
- iii) In case of the bidder being a firm, the said General Power of Attorney should be executed by all the partner(s) in favour of the said attorney.

#### **D. SUBMISSION OF BIDS**

#### **15 SEALING AND MARKING OF BIDS: The bid should be submitted as per clause(3) of Tender information.**

15.1a) The Bidders are specifically required to submit their offers in two parts, each in different sealed envelopes duly marked as-

- i. **“The Envelope-A will be named as “ Techno-Commercial bid”. This envelope will contain (i) documents of bidder’s satisfying eligibility / Technical & commercial conditions as per clause 2 & 10 (ii) Bid Security as per clause 12 (iii) DD for Cost of Bid Document (in case the tender document is downloaded from our website).**
- ii **Envelope-B will be named as “ FINANCIAL BID” containing Price Schedules as per Section VII part II.**

**The cover of the envelope-A shall contain the “Original Copy” of the Techno-Commercial bid, subject to clause 14.2, duly marked “TECHNO-COMMERCIAL BID”. The cover of envelope-B “Original Copy” of the Financial bid subject to clause 14.2 duly marked “ FINANCIAL BID”.**

**Both the envelopes (A&B) should be sealed separately and further kept in a single main envelop under personal seal of the bidder.**

- b) Above three envelopes are to be wax or PVC tape sealed properly under the PERSONAL SEAL of the bidder and super-scribed **“Tender for Comprehensive maintenance of computer hardware, and networking in the office of CGMT BSNL J&K Circle Jammu”.**
  - c) If the envelopes are not sealed and marked as required above, the bid is subjected for rejection in tender opening stage itself.
  - d) If any of the document required to be submitted in envelope A is found to be wanting, the concerned Bid shall be rejected at the opening stage itself and the remaining envelope B will not be opened.
- 15.2a) The envelopes as per 15.1 above shall be addressed to the department at the following address:

**DGM (EB), O/o Chief General Manager BSNL J&K Circle  
Room No. 412, 4<sup>th</sup> Floor, North Block Bahu Plaza Rai Head Complex  
Jammu, PIN-180012**

- b) The envelope shall bear Tender for (Tender Item name), Tender No and the words **“DO NOT OPEN BEFORE”** (due date & time).
- c) The inner and outer envelopes shall indicate the name and address of the bidders to enable the bid to be return unopened in case it is declared ‘late’ or rejected.
- d) Tender may be sent by registered post on above mentioned address. The responsibility for ensuring that the tenders are delivered in time would vest with the bidder.



**All clauses are complied**

**Signature of the bidder with seal**

- e) **Bids delivered in person** on the day of tender opening shall be delivered up to due time in the **tender box placed in the office Chamber of DGM(EB) Room No. 412, 4<sup>th</sup> Floor, North Block, O/o CGM BSNL, Bahu Plaza Jammu.** The Department shall not be responsible if the bids are delivered elsewhere.
- f) **Venue of Tender Opening:** Tender will be opened in the **Conference hall, 4<sup>th</sup> Floor, North Block, O/o CGM BSNL, Bahu Plaza Jammu.** at due time on the due date. If due to administrative reason, the venue of Bid opening is changed, it will be displayed prominently in the room mentioned above.

15.3 If the envelopes are not sealed and marked as required at para 15.1 and 15.2, the bid shall be rejected in the tender opening stage itself.

## 16. SUBMISSION OF BIDS

- 16.1 Bids (Envelopes A & B ; all enclosed in another large envelope) must be received by the department at the address specified under para 15.2 not later than due time on due date as specified in NIT.
- 16.2 The department may, at its discretion, extend this deadline for the submission of bids by amending the Bid Documents in accordance with clause 6 in which case all rights and obligations of the Department and bidders previously subject to the deadline will thereafter be subjected to the extended deadline.

## 17. LATE BIDS

Any bid received by the department after the deadline for submission of bids prescribed by the department pursuant to clause 16, **shall be rejected and returned unopened to the bidder.**

## 18. MODIFICATIONS AND WITHDRAWAL OF BIDS

- 18.1 The bidder may modify, revise or withdraw his bid after submission prior to deadline prescribed for submission of bid..
- 18.2 The bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched as required in the case of bid submission in accordance with the provision of clause 15. A withdrawal notice may also be sent by FAX but followed by a signed confirmation copy by post **not later than the deadline for submission of bids.**
- 18.3 Subject to clause 20, no bid shall be modified subsequent to the deadline for submission of bids.

## E. BID OPENING AND EVALUATION

### 19. OPENING OF BIDS BY DEPARTMENT

- 19.1 The department shall open bids in the presence of bidders or their authorized representatives who choose to attend, **at due time on due date.** The bidder's representatives, who are present, shall sign in an attendance register. The bidder shall submit authority letter to this effect before they are allowed to participate in bid opening preferably in the format as per section-X.
- a) To ensure the availability of Bid Security and cost of tender (if downloaded from website), Envelope 'A' will be opened first and if any of these are not available the remaining "Envelope B" will not be opened and the bid will be rejected at that stage itself.
- b) The department shall then open the Techno-Commercial bid contained in envelope-A and check the availability of all the documents as per clause 10.1. During this opening of technical bids, department shall check availability of required document in general. Evaluation of the technical bids in detail will be done by the Department on a later date



**All clauses are complied**

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- before opening of the financial/price bid.
- c) For technically responsive bids the **Financial bids (Envelope-B)** will be opened on date and time and the same will be communicated to bidders.
- 19.2 A maximum of two representatives of any bidder shall be authorized and permitted to attend the bid opening.
- 19.3 (i) The following information should be read out at the time of Techno-commercial bid opening:-
- Name of the Bidder
  - Name of the item
  - EMD amount & validity and acceptability
  - Information in respect of eligibility of the bidder.
  - Details of bid modification/ withdrawal, if applicable.
- ii) The following information should be read out at the time of Financial bid opening:-
- Name of the Bidder
  - Name of the item
  - Quantities/prices quoted in the bid
  - Discount, if offered
  - Taxes & levies
- 19.4 The date fixed for opening of bids, if subsequently declared as holiday by the BSNL, the revised date of schedule will be notified. However, in absence of such notification, the bids will be opened on next working day, time and venue remaining unaltered.

## 20. CLARIFICATION OF BIDS

- 20.1 To assist in the examination, evaluation and comparison of bids, the department may, at its discretion ask the bidder for the clarification of its bid. The request for the clarification and the response shall be in writing. **However, no post bid clarification at the initiative of the bidder shall be entertained.**
- 20.2 If any of the documents, required to be submitted along with the technical bid is found wanting, the offer is liable to be rejected at that stage. However the purchaser at its discretion may call for any clarification regarding the bid document within a stipulated time period. In case of non compliance to such queries, the bid will be out rightly rejected without entertaining further correspondence in this regard

## 21. PRELIMINARY EVALUATION

- 21.1 BSNL 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.
- 21.2 Arithmetical errors shall be rectified on the following basis. If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected by the BSNL. If there is a discrepancy between words and figures, the amount in words shall prevail. **If the contractor does not accept the correction of the errors, his bid shall be rejected.**
- 21.3 If there is discrepancy between words and figures, the amount in words shall prevail. If the Contractor does not accept the correction of the errors, his bid shall be rejected.
- 21.4 Prior to the detailed evaluation pursuant to clause 22, the BSNL 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



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conditions of the Bid Documents without material deviations. The Department's determination of bid's responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence.

**21.5 A bid, determined as substantially non-responsive will be rejected by the Department and shall not subsequent to the bid opening be made responsive by the bidder by correction of the non-conformity.**

21.6 The BSNL may waive any minor infirmity or non-conformity or irregularity in a bid, which doesn't constitute a material deviation, provided such waiver, doesn't prejudice or affect the relative ranking of any bidder.

## **22. EVALUATIONS AND COMPARISON OF SUBSTANTIALLY RESPONSIVE BIDS**

22.1 The BSNL shall evaluate in detail and compare the bids previously determined to be substantially responsive pursuant to clause 21.

**22.2 The evaluation and comparison of responsive bids shall be done on the rates offered by the bidders in the prescribed Performa of financial bid. The evaluation and comparison of lowest bidder would be done based on the total package price i.e total of price quoted by the bidders in Annexure-A and Annexure-B i.e (A+B) of part-II, section-VII.**

## **23. CONTACTING THE DEPARTMENT**

23.1 Subject to Clause 20, no bidder shall try to influence the Department on any matter relating to its bid, from the time of the bid opening till the time the contract is awarded.

**23.2 Any effort by a bidder to modify his bid or influence the Department** in the Department's bid evaluation, bid comparison or contract award decision shall result in the rejection of the bid.

## **F. AWARD OF CONTRACT**

### **24. PLACEMENT OF ORDER**

24.1 The BSNL shall consider award of contract only on those eligible bidders whose offers have been found technically, commercially and financially acceptable. The BSNL will have the right to increase or decrease the quantity by more than 25% of the total quantity of works without any change in unit price of the ordered quantity, all other terms and condition at the time award of contract with in the validity period of the contract will remain same.

24.2 The contract awarded will be valid for a period of One Year from the date of signing the agreement with an option of extension for a further period of three months subject to maximum of six months with same rates, terms and conditions.

### **25. BSNL RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS**

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

### **26. ISSUE OF LETTER OF INTENT**

26.1 The issue of letter of intent shall constitute the intention of the department to enter into contract with the bidder. Letter of Intent will be issued as offer to the successful bidder.

26.2 The bidder shall within 14 days of issue of the letter of intent, give his acceptance along with performance security in conformity with section IX provided with the bid document.

### **27. SIGNING OF AGREEMENT**

27.1 The signing of agreement shall constitute the award of contract on the bidder. The agreement with the successful bidder shall be signed by the department within a week of submission of Performance Bank Guarantee.

27.2 Upon the successful bidder furnishing performance security pursuant to clause 26, the department shall discharge the bid security in pursuant to clause 12.



**All clauses are complied**

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## 28. ANNULMENT OF AWARD

Failure of the successful bidder to comply with the requirement of clause 27 shall constitute sufficient ground for the annulment of the award and the forfeiture of the bid security in which event the BSNL may make the award to any other bidder at the discretion of the department or call for new bids.

## 29. Rejecting of Bids :

While all the conditions specified in the Bid documents are critical and are to be complied, special attention of bidder is invited to the following clauses of the bid documents. **Non-compliance of any one of which shall result in out right rejection of the bid.**

- i) Clause 15.1 of Section II: The bids will be recorded/returned unopened if covers are not properly sealed .
- ii) Clauses 12.1, 12.3 & 13.1 of Section II: The bids will be rejected at opening stage if Bid security is not submitted as per Clauses 12.1 & 12.3 and bid validity is less than the period prescribed in Clause 13.1 mentioned above.
- iii) Clause 2 & 10 of Section II: If the eligibility condition as per clause 2 of Section II is not met and/or documents prescribed to establish the eligibility as per Clause 10 of section II are not enclosed, the bids will be rejected without further evaluation.
- iv) Section VII Price Schedule: Prices are not filled in as prescribed in price schedule.
- v) Section II clause 9.5 on discount, which is reproduced below:  
“Discount, if any, offered by the bidder shall not be considered unless specifically indicated in the price schedule. Bidders desiring to offer discount shall therefore modify their offer suitably while quoting and shall quote clearly net price taking all such factors like Discount, free supply etc. into account”.
- vi) Before outright rejection of the Bid by Bid-opening team for non-compliance of any of the provisions mentioned in clause 29(i), 29(ii) of section-II and clause 2(i) of section IV though, the bidder company is given opportunity to explain their position, however if the person representing the company is not satisfied with the decision of the Bid-opening team, he/they can submit the representation to Bid-opening team immediately but in no case after closing of the tender process with full justification quoting specifically the violation of tender document if any.
- vii) Bid-opening team will not return the bids submitted by the bidders on the date of tender opening even if it is liable for rejection and will preserve the bids in sealed cover as submitted, by taking signatures of some of the desirous representatives of the participating bidder/companies present on the occasion.
- viii) The Incharge of the Bid-opening team will mention the number of bids with name of company found unsuitable for further processing on the date of tender opening and number of representations received in Bid opening minutes and if Bid opening team is satisfied with the arguments of the bidder/company mentioned in their representation and feel that there is prima-facie fact for consideration, the incharge of the Bid opening team will submit the case for review to competent authority CGM in circles and Director(Plg. & NS) in Corporate office as early as possible preferably on the next working day and decision to this effect should be communicated to the bidder company within a week positively. Bids found liable for rejection and kept preserved on the date of tender opening will be returned to the bidders after issue of P.O. against the instant tender.
- ix) If reviewing officer finds it fit to open the bid of the petitioner, this should be done by giving three (working) days notice to all the participating bidders to give opportunity to desirous



**All clauses are complied**

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participants to be present on the occasion.

**30. BSNL's right to disqualify :**

BSNL reserves the right to disqualify the contractor for a suitable period who habitually failed to execute the work order in time. Further, the contractor whose trained technical staff do not perform satisfactory in the field in accordance with the contract may also be disqualified for a suitable period as decided by the department.

**31. BSNL's right to bar business dealings :**

BSNL reserves the right to bar the bidder from participating in future tenders/EOIs/RFPs of BSNL for a period of two years in case he fails to honour its bid without sufficient grounds.

**32. NEAR RELATION CERTIFICATE:**

The bidder should give a certificate that none of his/her near relative, as defined below, is working in the units as defined below where he is going to apply for the tender. 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 limited company by all the Directors of the company excluding Government of India/Financial institution nominees and independent non-Official part time Directors appointed by Govt. of India or the Governor of the state. **Due to any breach of these conditions by the company or firm or any other person the tender will be cancelled and Bid Security will be forfeited at any stage whenever it is noticed and BSNL will not pay any damage to the company or firm or the concerned person.**

The company or firm or the person will also be debarred for further participation in the concerned unit.

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) and daughter's husband (son in law), brother(s) and brother's wife, sister(s) and sister's husband (brother in law).

**The certificate should be as per format given in section-VII, Part-III A**

**33. VERIFICATION OF DOCUMENTS AND CERTIFICATES**

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 conditions, 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 (EMD) of the bidder would be forfeited and the bidder would be disqualified from the tender. Action would also be taken for banning of business dealing with the defaulting firm. In case contract has already awarded to the bidder, then PBG would be forfeited and the contract would be rescind / annulled and BSNL would be at liberty to procure the ordered goods and services from any other source at the risk and cost of the defaulting bidder. Action would also be taken for banning business dealing with the defaulting firm.



**All clauses are complied**

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### **SECTION III**

#### **GENERAL (COMMERCIAL) CONDITIONS OF CONTRACT**

##### **1. APPLICATION**

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

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

The works to be executed under this contract shall conform to the standards prescribed in the Section IV (Special conditions of Contract).

##### **3. PRICES**

Prices charged by the Contractor for the works performed under the Contract shall not be higher from the prices quoted by the Contractor in his bid. Price once fixed will remain valid for the period of contract. Increase and decrease of taxes/duties will not affect the price during this period. No additional payment will be made for working beyond any fixed working hours or on Sundays or Holidays.

##### **4. 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.

5. The approximate quantum of each item of work as mentioned in "Price of Schedule" Section VII (Part-II) of this tender document. The BSNL reserves the full right to increase or decrease the quantum of work in the interest of BSNL for any or all items of work.

6. All materials supplied to the contractor by the BSNL shall always remain the absolute property of the BSNL and shall be open to inspection by the department or his authorized representative. In case of any damage to the material supplied to the contractor, any shortage in the material supplied to the contractor, any damage caused by the contractor what so ever etc, the contractor shall have to make good all the damages, all the losses etc caused by him. Alternatively, the BSNL shall have the liberty to get repaired the damages, make good the losses etc and deduct corresponding charges from the running Bills/Security of the contractor including overhead charges.

##### **7. PERFORMANCE SECURITY**

7.1 Successful bidder (including small scale units who are registered with the with National Small Scale Industries Corporation UNDER SINGLE POINT REGISTRATION SCHEME) shall furnish performance security to the purchaser for an amount equal to **10%** of the contract value within 14 days from the date of issue of letter of intent.

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

7.3 The performance security Bond shall be in the form of Bank Guarantee issued by a scheduled/ nationalized Bank and in the form provided in 'Section IX' of this Bid Document and should be valid for a period of Two Year and Six Month from the date of contract.

7.4 The performance security Bond will be discharged by the Purchaser after completion of the supplier's performance obligations including any warranty obligations under the contract.

7.5 The Security deposit is a non-interest bearing deposit.

7.6 The Performance security will be forfeited in case of non-compliance of the tender conditions.

7.7 The Security deposit of any other tender cannot be adjusted against this tender.



**All clauses are complied**

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**8. ISSUE OF WORK ORDERS AND TIME LIMIT:**

- 8.1 The work order shall be issued so as to include all items of works as envisaged in the tender document. The contractor shall organize the work in such a way so as to deliver meaningful output of requisite quality within shortest possible time.
- 8.2 The department 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.

**9. PAYMENT TERMS:**

- 9.1 The contractor will be responsible to submit the bills on **quarterly basis**. If the bills are not submitted within this time limit, department will not be responsible for delay in payment of such bills, while ensuring observation of all the necessary formalities. In pursuant to clause 10 of Section-IV, the original copy of the call reports shall be attached with the bill.
- 9.2 The bills are to be submitted in duplicate, all copies being signed by the contractor and may be marked as original & duplicate respectively.
- 9.3 Income Tax (including surcharges and cess, as applicable) will be deducted as Tax at source under relevant Government Rules from each running bill of the contractor. However if any new legislation comes into effect for surcharges/cess for deduction of tax at source, the deduction will be made under that legislation. During audit or internal check if any over payment is noticed, the same can be recovered from the contractor.
- 9.4 The rates quoted in the tender will be composite inclusive of all taxes and levies etc.

**Note:**

The payment will be released only through RTGS for which the successful contractor/supplier is required to submit Account no, Type of account, Bank name, Branch & IFSC code of the Branch etc.

**10. PENALTY:**

- 10.1 Penalty for delay in completion of the work shall be recoverable from the bills of the contractor and/or by adjustment from the security deposit or from the bills of any other contract as per details laid out in Section IV (Special terms and conditions). However, adjustment from security deposit will be made only when the contract has been terminated or at the time of final settlement of bills on completion of work.
- 10.2 In the event of any breach by the contractor of any terms and condition hereof or in the opinion of the department (which will be final and conclusive), the work is not being performed satisfactorily or the work is substandard and not as per specification, the department shall have a power to adopt any of the following courses as may be deemed best suited to the interest of the BSNL-
- 10.2.1 To rescind the contract forthwith and blacklist the firm and in such case the security deposit of the contractor shall stand forfeited to the BSNL. In both cases any expenses, which may be incurred in excess of the amount, which would have been paid to the contractor. If the whole work had been properly executed by him of the amount of such excess the certificate in writing of any of officers issuing the work order shall be final, conclusive and shall be borne and paid by the contractor and may be deducted from any money due to him by the BSNL under this contract or otherwise recovered from him. In both the cases if the expenses incurred by the department are less than the amount payable to the contractor at his agreed rates, the difference shall not be paid to the contractor.

**11. PROCEDURE FOR PAYMENT FOR SUB STANDARD WORKS: -**

- 11.1 The contractors are required to execute all works satisfactorily and in accordance with the specifications. If certain items of work are executed with unsound, imperfect or unskilled workmanship or with materials of any inferior description or that any materials or articles provided by him for execution of work are unsound or of a quality inferior to that contracted for or otherwise not in accordance with the contract (referred to as substandard work hereinafter), the Officer in charge shall make a demand in writing specifying the work,



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materials or articles about which there is a complaint.

- 11.2 Timely reporting and action, to a great extent, can prevent occurrence of sub standard work, which will be difficult or impossible to rectify later on. It is incumbent on the part of Officer in charge to point out the defects in work in time during progress of the work. The field officer is responsible for execution and supervision of work shall without any loss of time submit a report of occurrence of any sub standard work to the department besides making an entry in the Logbook. A notice in respect of defective work shall be given to the contractor by Officer in charge in writing during the progress of work asking the contractor to rectify/replace/removal/replacement has to be done. After expiry of the notice period, if the contractor fails to rectify/replace/remove the sub standard works, the defects shall be got rectified/replaced/removed departmentally or through some other agency at the risk and cost of the contractor.
- 11.3 Non-reporting of the sub standard work in time on the part of Officer in charge shall not in any way entitle the contractor to claim that the defects were not pointed out during execution and as such the contractor cannot be solved of the responsibility for sub standard work and associated liabilities.
- 11.4 Audit and Technical Examination:**
- 11.4.1 BSNL shall have the right to cause an audit and technical 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 overpaid 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 if it is found that payment terms (same section), or in any other manner legally permissible and if it is found that the contractor was paid less than what was due to him under the contract in respect of any work executed by him under it, the amount of sum under payment shall be duly paid by BSNL to the contractor.
- 11.4.2 Provided that BSNL shall be entitled to recover any sum overpaid, nor the contractor shall be entitled to payment of any sum paid short where such payment have been agreed upon between the BSNL on one hand and the contractor on the other under any term of the contract permitting payment for work after assessment by the department.

## 12. RISK & COST:

In the event of the contractor, failing to execute the work to the full satisfaction of the BSNL, then BSNL reserves the following rights-

- 12.1 To reject any part of the work executed and with hold payment of such inferior quality of work, till such time the defects are rectified to the full satisfaction of the BSNL.
- 12.2 In case the contractor does not perform to the full satisfaction of the BSNL even after giving one-month notice, his contract shall be terminated after the lapse of one month. The decision of the BSNL shall be final and binding on the contractor.

## 13. RESCISSION/TERMINATION OF CONTRACT:

### 13.1 Circumstances for rescission of contract:

- 13.1.1 Under the following conditions the competent authority may rescind the contract:
- a) If the contractor commits breach of any item of terms and conditions of the contract.
  - b) If the contractor suspends or abandons the execution of work and the officer in charge of the work comes to conclusion that work could not be completed by due date for completion or the contractor had already failed to complete the work by that date.
  - c) If the contractor has been given by the officer in charge of work a notice in writing to rectify/replace any defective work and he/she fails to comply with the requirement within the specified period.
  - d) If the contractor himself or any of his servants be found guilty of fraud or attempted fraud in connection with the contract or offer any bribe or gratuity to any person connected with the BSNL to any person drawing salary from the BSNL and/or
  - e) If in the event of any deduction being made from the contractor's security deposit and the



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contractor fails to make good amount of such deductions within the time herein before specified.

13.2 Upon rescission of the contract, the security deposit of the contractor shall be liable to be forfeited and shall be absolutely at the disposal of the BSNL. The certificate of the officer in charge of work as to the value of work done shall be final and conclusive against the contractor, provided always that action shall only be taken after giving notice in writing to the contractor.

**13.3 Optional Termination by BSNL (Other than due default of the contractor)**

13.3.1 The BSNL may, at any time, at its option cancel and terminate this contract by written notice to the contractor, in which event the contractor shall be entitled to payment for the work done up to the time of such cancellation in accordance with the contract prices in respect of the work.

13.3.2 The BSNL may, at its option, cancel or omit the execution of work under this contract and may part of such work without any compensation whatsoever to the contractor.

**13.4 Issuance of Notice**

13.4.1 The officer in charge of work shall issue show cause notice giving details of lapses, violation of terms and conditions of the contract, wrongful delays or suspension of work or slow progress to the contractor directing the contractor to take corrective action. A definite time schedule for corrective action shall be mentioned in the show cause notice. If the contractor fails to take corrective action within the stipulated time frame, the officer in charge shall submit a draft of final notice along with a detailed report to the competent authority who had accepted the contract.

13.4.2 The final notice for rescission of contract to the contractor shall expressly state the precise date and time from which the rescission would become effective. The following safe guards shall be taken while issuing the final notice:

- a) During the period of service of notice and its effectiveness, the contractor should not be allowed to remove from the site any material/equipment belonging to the BSNL.
- b) The contractor shall give in writing the tools and plants he would like to take away/remove from the site. Such of the materials as belong to him and which may not be required for future execution of balance work may be allowed by the officer in charge of work to be removed with proper records.
- c) Adequate security arrangement in replacement of the contractor watch and ward shall be made forthwith. Expenses on this account are recoverable from the security deposit or any amount due to the contractor.

**14. INDEMNITIES:**

14.1 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 protest 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.

14.2 In addition the contractor shall reimburse the BSNL or pay to the BSNL forthwith on demand without protest or demur all cost, charges and expenses and loses 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.

14.3 The contractor shall at its own cost at the BSNL's request defend any suit or other



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proceedings asserting a claim covered by this indemnity, but shall not settle, compound or compromise any suit or other finding without first consulting the BSNL.

- 14.4 contractor shall pay all rates, levies, fees royalties, taxes and duties payable or arising from out of, by virtue of or in connection with and/or incidental to the contract or any of the

obligations of the parties in terms of the contractor documents and/or in respect of the works or operations or any part thereof to be performed by the contractor and the contractor shall indemnify and keep indemnified the department from and against the same or any default by the contractor in the payment thereof.

#### **15. FORCE MAJEURE:**

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

- 15.2 Provided, also that if the contract is terminated under this clause, the Department shall be at liberty to take over from the Contractor at a price to be fixed by the Department, which shall be final, all unused, undamaged and acceptable materials, bought out components and stores in course of manufacture which may be in possession of the Contractor at the time of such termination or such portion thereof as the Department may deem fit, except such materials, bought out components and stores as the Contractor may with the concurrence of the Department elect to retain.

#### **16. TERMINATION FOR INSOLVENCY:**

The department may at any time terminate the Contract by giving written notice to the contractor, without compensation to the 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 of action or remedy, which has accrued or will accrue thereafter to the department.

#### **17. DISPUTE SETTLEMENT/ARBITRATION :**

Except as otherwise provided elsewhere in the contract, in the event of any disputes, controversy, or differences arising out of or relating to this agreement, or the breach, termination or invalidity thereof between the parties, such party or parties shall make a request to the other party or parties to amicably settle such differences or disputes and parties shall thereupon make every effort to settle the same amicably within a period of 60(Sixty) days from the date of making of such request.

Where parties are unable to settle the disputes through conciliation, the same shall be referred to CGMT, Jammu & Kashmir circle, for referral of such disputes to a sole arbitrator ( chosen from the name(s) provided by BSNL, to be mutually decided by the parties, as per the provisions of the Arbitration and Conciliation Act, 1996, any amendment thereof, and any notification issued or rules make thereunder from time to time.



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The venue of the arbitration proceeding shall be Jammu. left out by his predecessors.

**18. 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 department or the BSNL or any other person(s) contracting through the BSNL and set off the same against any claim of the department or BSNL or such other person or person(s) for payment of a sum of money arising out of this contract or under any other contract made by the contractor with the department or BSNL or such other person(s) contracting through the BSNL.

**19. COMPLIANCE WITH LAWS AND REGULATIONS**

During the performance of the works the contractor shall at its own cost and initiative fully comply with all applicable laws of the land and with any and all applicable by laws rules, regulations and orders and any other provisions having the force of law made or promulgated or deemed to be made or promulgated by the Government, Government agency or department, municipal board, Government of other regulatory or Authorized body or persons and shall provide all certificates of compliance therewith as may be required by such applicable law, By-laws, Rules, regulations, orders and/or provisions. The contractor shall assume full responsibility for the payment of all contributions and pay roll taxes, as to its employees, servants or agents engaged in the performance of the work specified in the contractor documents. If the contractor shall require any assignee or sub-contractor to share any portion of the work to be performed hereunder may be assigned, sub-leased or sub-contracted to comply with the provisions of the clause and in this connection the contractor agrees as to undertake to save and hold the Government harmless and indemnified from and against any/all penalties, actions, suits, losses and damages, claims and demands and costs (inclusive between attorney and client) charges and expenses whatsoever arising out or occasioned, indirectly or directly, by failure of the contractor or any assignee or sub-contractor to make full and proper compliance with the said by-laws, rules, regulations, laws and order and provisions as aforesaid.

- 20.** The contractor shall obtain a valid labour license under the Contract Labour (R&A) Act 1970 and the Contract Labour (Regulation and abolition) Central Rules 1971 as applicable, before commencement of the work, and continue to have a valid license until the completion of work. The contractor shall also abide by the provisions of the child labour (Prohibition and regulation) Act 1986. Any failure to fulfill this requirement shall attract the penal provisions of this contract arising out of the resultant non-execution of work. The contractor will employ sufficient labours for carrying out the work efficiency and handling valuable items without any damage. The employees of the contractor and the sub-contractor, if any, in no case shall be treated as the employees of the BSNL at any point of time.



**All clauses are complied**

**Signature of the bidder with seal**



## SECTION- IV

### SPECIAL CONDITIONS OF CONTRACT

1. The special conditions of contract shall supplement the '**Instructions to the Bidders**' as contained in Section II & "**General (Commercial) Conditions of the Contract**" as contained in Section III and wherever there is a conflict, the provisions herein shall prevail over those in Section II and Section III.
2. (i) The DD or bank guarantee for bid security or NSIC certificate for claiming exemption from submission of bank guarantee against bid security, as prescribed in clauses 12.1 & 12.3 of Section II of the bid document shall be submitted along with the bids in a separate cover "**Envelope-A**". The bank guarantee so submitted shall be as per the format given in Section VII on prescribed judicial paper with stamps of proper value and should contain full address of the issuing branch of the bank with its telephone number and FAX number. This cover should be superscribed as "**BID SECURITY FOR TENDER ENQUIRY No. 126-2/Comp/AMC/Tender/2016/18 of PCs and Maintenance of LAN networking for internet and ERP.**"
- (ii) **In case where the document of bid security is not submitted** in the manner prescribed under clause 2 (i) above in '**Envelope-A**' the bid shall be out rightly rejected and "**Envelope-B**" **will not be opened.**
3. The small-scale industries registered with National Small Scale Industries Corporation (NSIC) for the tendered item under single point registration scheme and desirous of claiming concessions available to such units inclusive of bid security should submit their latest NSIC certificates and documents in respect of their monetary limit and financial capability **duly certified by NSIC.**

#### 4. SPECIFICATIONS AS WELL AS TERMS & CONDITIONS OF THE WORK:

##### 4.1 SCOPE:

4.1.1 The work of Comprehensive maintenance of PCs and Maintenance of LAN networking for internet and ERP etc. in Office of CGMT J&K Circle Jammu..

4.1.2 Description of work:

- (i) PC means all PC including all related hardware, software, cables and its peripherals like Keyboard, mouse, monitor, CPU(Includes mother board, Processor, RAM, HDD, SMPS, LAN card, etc..)
- (ii) Laptop all components will be covered under AMC except laptop Battery.
- (iii) Mtce. of LAN Network means ensuring LAN Connectivity for internet and ERP to all required PCs.
- (iv) Warranty: Warranty of one year has to be provided for the items supplied / Installed to rectify faults will have to be provided by the vendor.

4.1.3 The work required to be done to full satisfaction of the controlling officer and of standard quality. The non-standard work will be got rectified again till satisfaction of controlling officer without any extra payment. The items required during AMC to be replaced should be of standard make. Duplicate items will be returned at the cost of the contractor without making any payment.

5. The CGMT reserves the right to disqualify such bidders who have a record of not meeting contractual obligations against earlier contracts entered into with the department.
6. Any clarification issued by department in response to query raised by prospective bidders shall form an integral part of bid documents and it may amount to amendment of relevant clause(s) of the bid documents.



**All clauses are complied**

**Signature of the bidder with seal**

7. The bidder must submit the copy of the tender document issued to/downloaded along with the amendments (if any issued) with every page signed and written as all clauses complied. Any clarification issued by Department in response to query raised by prospective bidders shall form a part of bid document and should also to be submitted by the bidder duly signed and written as all clauses complied.
8. Date fixed for opening of bids is, if subsequently, declared as holiday by BSNL, 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.
9.
  - a. Systems have to be maintained during the entire period of contract in working condition with regular monthly Preventive maintenance, servicing of the computer hardware ,software, Maintenance of LAN for internet and ERP connectivity (including power cords with plugs , LAN connectivity other equipments like I/O box, connectors, jack panel, LAN switches. The bidder has to format and reload the Operating System of PCs/laptops along with other softwares such as MS Office, antivirus, SAP for ERP connectivity and any other software required by the BSNL **including drivers for printers and scanners**. The licensed softwares will be provided by BSNL.
  - b. The bidder has to check and rectify the fault if any in the Maintenance of LAN connectivity for internet and ERP applications by pinging the gateway and tracing out if any network switch has got hang or any cable has been damaged or cut by rats or cable damaged by any other reason, including jacks by replacing the faulty jacks, the bidder has to rectify it or replace the cable after reporting the same to incharge officer.
10. The computer maintenance firm shall maintain a log book in which separate pages should be allotted to each computer system and its peripherals. The firm shall record the calls attended and monthly regular services rendered and get the signature of the user along with User's name, designation, stamp & telephone number. Original of the call reports shall be attached with the bills for payment.
11. Hard disks shall be covered under AMC, and in case hard disk goes faulty in any machine the same shall be replaced with Hard Disks of SEAGATE/SAMSUNG make of the same or higher capacity. Similarly if any motherboard, processor, RAM etc goes faulty it shall be replaced either by a similar specification or higher version with renowned brand. SMPS, all types of VDUs, Keyboards, Mouse and Ethernet cards of good brands should have to be kept by the contractor in sufficient numbers as stand byes by the contractor for supply to BSNL free of cost as a replacement against faulty ones till the time faults are attended.
12. The selected bidder during the course of attending the preventive maintenance service, noticing requirement of any spare parts shall replace such parts and clear the fault at the site of equipment. Replacement of parts should be done with the approval of BSNL personnel and a record is to be maintained with the computer in charge. Necessary and sufficient spares have to be kept ready with them for immediate replacement. All such spare units brought and stored by the contractor in the computer room will have to be kept and maintained in an inventory register to be maintained by the bidder.
13. Preventive maintenance will be carried out during the last week of each month. Preventive maintenance will include inspection of each system, scanning for viruses, scanning hard disk for any defects/problems therein and obtain a satisfactory working certificate from the user



**All clauses are complied**

**Signature of the bidder with seal**

after cleaning of the system i.e. PC/Monitor/Printer/Keyboard /fax and other accessories & equipment with a blower/vacuum cleaner as per requirement and wiping the surface of the systems with a good quality cleaning liquid, cloth and brush etc. On no account, equipment or its accessories shall be allowed to be taken out of its normal installed location. Only replacement of sub assemblies of the whole unit on a like by like or later version basis will be permissible and the replacement of such assemblies should be done with the written approval of maintenance Sub-divisional in charge of BSNL. Before taking up preventive maintenance, the contractor will submit a schedule of preventive maintenance.

14. Contractor shall also supply manpower for shifting of PC's, Printers and other peripherals as and when required within the premises of BSNL for all the systems under AMC.
15. The maintenance engineer of the AMC vendor will submit a service slip to BSNL Officer in charge after each replacement of parts showing the parts removed and parts installed with full details of the part name, type, Model number, serial number etc. after verification.
16. **Provision of IT personals for AMC and cleaning/preventive maintenance of computer systems & Maintenance of LAN connectivity for internet and ERP.**

The vendor shall be required to depute minimum one IT personal for AMC of computer systems, The IT personal shall be deputed specifically for AMC of computer systems and for AMC of Networking. Additional manpower may have to be provided for timely clearing of complaints and preventive maintenance of computer systems etc. as per requirement. The vendor (s) shall be required to furnish the proof of qualification/experience of its IT personal to IT cell before deploying them for AMC work.

#### 17. **PENALTY:**

- 17.1 All faults booked before 11:30 hours on any working day will have to be rectified on the same day. Faults booked after 11:30 hours will have to be attended latest by next day. **In case the firm fails to rectify within the time frame it has to provide a standby identical system on the next working day before 11:30 hours** and take parallel action for repairing. **If the firm fails to make the system working by any of the two options, penalty of Rs. 100/- (Rs. one hundred only) will be imposed per working day per system** from the next working day of the booking of the fault, maximum upto 07 days. Beyond 07 days a penalty of Rs. 2000/- per PC will be deducted from his payments due in the running quarter of payment along with action as per clause 17.2 below. Fault booked will be treated as rectified if and only if the AMC contractor gets satisfactory report from the concerned officer in charge on the date of rectification. The AMC contractor will have to submit his records of booking and repairs carried out in Office of CGMT to ADT(IT), O/o CGMT J&K Telecom Circle Jammu in first week of every month. **Breakdown period will not include 2<sup>ND</sup> Saturdays, Sundays and Holidays .**
- 17.2 In case of fault where no STAND BY is provided and fault persists beyond One Week or faulty equipment is taken by vendor for repair and not returned within ONE WEEK after repair, BSNL shall be at liberty to get the same repaired or replaced from outside source and recover the cost of such repaired or replacement from AMC vendor from the pending AMC bill or from performance bank guarantee.

#### 18. **TAKING OVER/HANDLING OVER OF SYSTEMS:**

- 18.1 All the systems are to be taken over for maintenance by the firm simultaneously while signing of the agreement in working condition. AMC vendor may inspect and bring out faulty units that he is not in a position to take over for AMC without repairs. (The repair may have to be got done by outgoing AMC vendor or by BSNL as applicable) If no such



**All clauses are complied**

**Signature of the bidder with seal**

list/information is submitted within 7 next working days it will be treated as all the machines have been taken over by him and no separate letter will be issued by BSNL in this regards. In case of major repairs requiring in any machine for which separate charges are to be claimed, the contractor may submit a detailed estimate for approval of the competent authority of BSNL within a period of one week from the date of agreement and thereafter all the systems shall be deemed to have been taken over by the vendor satisfactorily and no such claim will be entertained.

- 18.2 After expiry of the contract all the machines are to be handed over by the outgoing AMC vendor to the Officer in charge or to the new AMC vendor within 7 working days of expiry of contract in working conditions and a certificate to this effect is required to be obtained by the firm from the concerned officer in charge of the maintenance and to be produced along with the final claim of the AMC charges. The faults pointed out by new AMC vendor during the inspection before take over of the Computer systems are to be rectified within next one working day by the outgoing AMC vendor, and any further delay in rectification of faults thus pointed out shall make him liable for imposition of penalty as per Tender terms and conditions applicable to outgoing AMC vendor. Failure to handover all the machines after 7 days will attract penalty at the rate of Rs. 250 per day per machine not handed over.
- 18.3 A monthly computerized record of call reports has to be maintained serially for the number of complaints attended on call basis and a report for carrying out monthly routine cleaning of the Computer systems/Accessories and report of monthly preventive maintenance shall be furnished to the respective BSNL in charge of maintenance by the 7<sup>th</sup> of the following month both in the form of hard and soft copy. The quarterly bills/claims shall not be entertained in case this is not followed strictly.

#### **19 BID SECURITY:**

As stipulated in NIT column 6 of section-1 and clause-7 and clause-12 of Section-II, shall be furnished in form of DD or Bank Guarantee in the format indicated at Section-VIII issued by a Scheduled Bank, in favour of BSNL, on Non-judicial Stamp Paper of proper value and must be valid for the period of 180 days from the date of opening of the Bid.

- 20 The agreement shall be in force for a period of one year initially, which shall be extendable by a further period of up to one year on same terms and conditions by giving Two week's notice in writing, if decided upon to do so by BSNL.
- 21 Bidder should submit a certificate that none of his /her near relative is working in the units as defined in clause no 32 of section II.
- 22 The bidders should quote rates individually. If a group of bidders quote the same rate, or near the same rate, it will be taken that the tenderers have formed a cartel. In normal cases, the offers from the tenderers in cartel will be ignored.
- 23 BSNL reserves the right to disqualify such bidders who have a record of not meeting contractual obligations against earlier contracts entered into with the erstwhile DOT. BSNL also reserves the right to blacklist a bidder for a suitable period in case if he fails to honor his bid without sufficient grounds.
- 24 BSNL reserves the rights to counter offer rate (s) against bids quoted by any other bidder.
- 25 The AMC contractor must have maintenance facilities in Jammu. A brief of facilities available in Jammu shall be furnished like Telephone number/Fax number, Mobile number and Qualification certificate of IT personal, local office address etc.
- 26 Rates for annual maintenance should be quoted for all the items in Annexure A and bidders



**All clauses are complied**

**Signature of the bidder with seal**

quoting partial rates for selective items will be summarily rejected.

- 27 It should be ensured by the AMC contractor that before installing any software in the PCs of BSNL whether it is a licensed version of the original software. Licensed software to be provided by BSNL.
- 28 Only one rate should be quoted against each item, quoting of multiple rates against a single item will tantamount to violation of the tender clauses and the bid will be rejected.
- 29 The prospective bidder has to take the BSNL personnel for inspection of the sites where they are already doing AMC contract for verification, if necessary, at their own cost.
- 30 Frequent faults of same nature in the same PCs and peripherals, will be considered inefficient attendance by the AMC contractor and if repeated faults of same nature in the same PC or peripherals, and any system are noticed frequently, notice of termination for the company will be issued.
- 31 The AMC vendor should have his own repair center for repairing of the computer systems and Laptop. For the repair of special purpose items like Laptop, Vendor should have sufficient expertise/resources and vendor will have to produce a proof of infrastructure and expertise/resources available for this purpose. BSNL may physically verify infrastructure and manpower of the vendor.
- 32 The AMC vendor should keep 30% of (AMC quarterly cost) maintenance spare at his site/workshop for prompt servicing all the items covered under AMC for every quarter.**
- 33 Reporting/Booking of faults in computer hardware and networking:**
- 33.1 The contractor shall open a office in Jammu with a fax and telephone facility  
The concerned Officer (user) shall intimate to the contractor about the fault of computer, by telephone/fax. The contractor will maintain a record for all such calls received and will maintain a case serial number, which will be given to each call.
- 33.2 The faulty items will be handed over to only authorized representative of contractor. Unserviceable spares of items shall be handed over to concerned officer under proper receipt.
- 33.3 The contractor has to ensure that the items handed over for repair are not reused, or are declared beyond repair, except in cases of physically damaged (broken) and burnout cases (physically visible). Minor cases of burnout of items or/and components shall not constitute burnout cases. Penalty on refusal in such cases may be imposed @ Rs.2500/- per system per case.
- 34 INSPECTION:**
- 34.1 After carrying out repairs of the faulty items these will be handed over to Officer concerned who will accept the repaired items after inspection and testing.
- 34.2 After receipt of repaired items like Computer, VDU, Keyboard, Mouse, etc. officer will inspect them and will test for functioning and if found unsatisfactory, these will be returned to contractor. The officer concerned shall be entitled to reject any items, faulty items offered for inspection, if in its opinion they have not been properly and fully repaired. Such decision of concerned officer shall be final and binding on the contractor.
- 34.3** The officer concerned shall stamp or paste a slip at the bottom of items or maintain a logbook, which have been found to be repaired properly including the date of release after repair. The warranty shall commence from this release date.
- 35 WARRANTY OF REPAIRS:**
- 35.1 The contractor will ensure quality repair, which will consequently reflect in normal trouble/defect free performance of the computer, VDU, Keyboard, Mouse, etc for a period of 12 months from the date of inspection and clearance. In case the repaired computer,



**All clauses are complied**

**Signature of the bidder with seal**



VDU, Keyboard, Mouse, etc develop any defect or deficiency or fault, i.e. they become faulty during the warranty period, the contractor shall rectify, repair and remedy such defects, deficiency in the repaired modules of computer, VDU, Keyboard, Mouse, at his own cost and expense i.e. free of charge. After repairs, new repaired life will be counted for next 12 months.

36 **REPORTS:**

- 36.1 The contractor shall furnish a summary of faults found and name/details of the components replaced in repaired items, lot wise to concerned officer.
- 36.2 Contractor and concerned officer shall maintain the office wise records of faulty/repaired items with related details- make, date of receipt and return etc. the concerned officer will maintain a history sheet register for it and the contractor will have consolidated information for all, to be submitted quarterly in desired format.

37 **INSURANCE:**

- 37.1 The contractor shall be responsible for the safety of computer hardware, etc while the same are taken after receipt from the concerned officer of office to his repair center, during the period available with him or while returning the same. In case of any loss/damage occurs, the contractor will have to reimburse the full cost of lost/damage of the equipment.
- 37.2 The insurance will be taken by the contractor at his own cost and it will be his responsibility to follow up and take claims with Insurance Company, if any loss/damage has taken place.

38 **QUANTUM OF WORK:**

Quantity of work is estimated to be Rs.1,45,500/- (approximately). The quantity given in rate schedule at **Annexure A** is indicative only. However, it may increase/decrease up to 25% of Tender award quantity. In case of inclusion & exclusion of PC & Peripherals during the AMC period at any point of time, only proportionate payment will be made on the basis of AMC period and remained under AMC by bidder. BSNL does not give guarantee for the work to the extent of estimated cost of the Tender. The contractor has no right to claim for the full quantity of tender work. The work must be completed well within AMC period. BSNL will not entertain such bills for payments and it will be the responsibility of the contractor. However the AMC period may be extended, on satisfactory performance for further period, if required, by CGMT BSNL J&K Telecom Circle.



**All clauses are complied**

**Signature of the bidder with seal**

**SECTION V**

The successful bidder shall have to execute the following agreement.

**AGREEMENT****Tender No. 126-2/Comp/AMC/Tender/2016/18****AGREEMENT**

This agreement made on -----2017 between BSNL J&K Telecom Circle Jammu represented by Chief General Manager, Jammu and Kashmir Telecom Circle, through DGM (EB) O/o CGMT BSNL J&K Circle Jammu, which expression shall be or repugnant to context include his successors or assignees or any other officer nominated by him of the first part (herein after referred to as the Purchaser)

**And**

M/s ..... represented by Sh ..... will include his successors and assigns or any other person nominated by him which expression shall what -ever the context so admits include their successors and assignees also of the second part (herein after called the contractor)

Now the deed of Agreement witnesses as follows:

Whereas the purchaser had invited a tender for AMC of computer hardware and Maintenance of LAN connectivity for internet and ERP applications in O/o CGMT BSNL J&K Circle Jammu vide tender No. 126-2/Comp/AMC/Tender/2016/18 dated .....

And whereas the contractor has submitted the bid for the said tender accepting its terms and conditions vide letter No. ....

And whereas thereafter a Letter of Intent/Advance purchase order was issued by the purchaser for said work in O/o CGMT J&K Circle as mentioned in above referred tender document vide letter No. .... dated ..... which has been accepted by the contractor vide letter No.....dated.....

And whereas as per above referred Letter of Intent/Advance purchase order an agreement is required to be signed between the two parties

Now this deed of agreement witnesses as follows between the two parties.

Whereas the purchaser had invited a tender for AMC of computer hardware and Maintenance of LAN connectivity for internet and ERP applications for O/o CGMT J&K Circle Jammu as referred above and the contractor has agreed for said work, vide his acceptance letter.

The above referred letter and complete tender document along with all the terms and conditions shall be treated as part and parcel of this agreement.

**This agreement shall be in force for a period of one year from the date of signing of this agreement**

Signed on this day as aforesaid by the parties duly witnessed

**For and on behalf of the Contractor**

**Signature**.....

Name .....

(In Capital letters)

Designation.....

**For and on behalf of the BSNL**

**Signature**.....

Name.....

(In Capital letters)

Designation.....



**All clauses are complied**

**Signature of the bidder with seal**



**Witness:**

**For and on behalf of the Contractor**

- 1. Signature.....
- Name.....
- Address.....
- Tel No.....

**Witness:**

**For and on behalf of the BSNL**

- 1. Signature.....
- Name.....
- Address.....
- Tel No.....



**All clauses are complied**

**Signature of the bidder with seal**

**SECTION VI****PART-1****DECLARATION REGARDING BLACKLISTING/DEBARRING FROM TAKING PART IN GOVERNMENT TENDER BY DOT/MTNL/Govt. Dept./PSU**

I/We.....Proprietor/Partner (s)/Director (s) of M/s.....hereby declare that the firm/company namely M/s.....has not been blacklisted or debarred in the past by DOT/MTNL/any other Government or Semi-Government organization from taking part in Government tenders OR was blacklisted or debarred by \*..... from taking part in Government tenders for a period of .....years w.e.f..... The period is over on.....and now the firm/company is entitled to take part in Government tenders.

In case the above information is found false, I/we are fully aware that the tender/contract will be rejected/cancelled by CGMT BSNL J&K Telecom Circle Jammu and EMD/PBG shall be forfeited.

In addition to the above CGMT BSNL J&K Telecom Circle Jammu will not be responsible to pay the bills for any completed/partially-completed works.

Signature of Bidder

Or

Officer authorized to sign the bid documents on behalf of the bidder

Name & Address of the firm

\*DOT/MTNL/BSNL/Govt. Dept./PSU



**All clauses are complied**

**Signature of the bidder with seal**

**SECTION- VII****PART-I****BID FORM****No. 126-2/Comp/AMC/Tender/2016/18****Dated: .....**

To

ADT (IT)  
 O/O CGMT J&K Bharat Sanchar Nigam Limited,  
 4<sup>th</sup> st Floor, North Block Bahu Plaza,  
 Jammu-180012

Dear Sir

1. Having examined the conditions of contract and specifications including amendment Nos.....the receipt of which is hereby duly acknowledged, we, undersigned, offer to execute the work of "Comprehensive Annual Maintenance Contract of Computer hardware, "Network Connectivity" under the said conditions of contract and specifications for the sum shown in the schedule of prices attached herewith and made part of this Bid.
2. We undertake, if our Bid is accepted, we will execute the work in accordance with specifications, time limits and terms and conditions stipulated in the tender document.
3. If our Bid is accepted, we will obtain the performance guarantees of a Scheduled Bank for a sum @ 10% of the contract value for the due performance of the contract.
4. We agree to abide by this Bid for a period of 150 days from the date fixed for Bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
5. Until a formal Agreement of Contract is prepared and executed, this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.
6. Bid submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.
7. We understand that you are not bound to accept the lowest or any bid, you may receive.
8. We agree to abide that the contract once executed will remain be valid for a period of one year and extended Period if any.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2017

Name and Signature \_\_\_\_\_

In the capacity of \_\_\_\_\_

Address for Correspondence \_\_\_\_\_

Duly authorized to sign the bid for and on behalf of \_\_\_\_\_

Witness \_\_\_\_\_

Address \_\_\_\_\_

Signature

**All clauses are complied****Signature of the bidder with seal**

**SECTION VII****PART-II****PRICE SCHEDULE of AMC for works detailed in annexures A in circle office for year 2017-18****Annexure-A**

S. No.	Name of Item	Quantity 'Q'	Unit Price of AMC of PC's, Laptops, including all taxes and levies (in Rs.) 'R'		Total composite price (in Rs.) 'QxR'	
			In figures	In words	In figures	In words
1	<b>PCs including peripherals</b> HCL BL1205-15Nos. HP dx7380-19 Nos HP dx 2480-14 Nos. HP Pro 3090M-20 Nos Misc-- Lenovo, Acer, Compaq, Dell, Cerebra,IBM-13 Nos.	81				
2	<b>Laptops</b> HP G6-2226TU-2Nos, Lenovo T420-1No. HP 15R-206TU-1No,HP15n-207tu-1No. HP 15ac10tu-2No.	07				
3	Maintenance LAN connectivity for <b>internet and ERP</b> already working at 3 <sup>rd</sup> and 4 <sup>th</sup> floor of Circle Office Jammu	75 terminals				
4	Laying of CAT-6 Ethernet cable for new terminals including the cost of CAT-6 Cable along with crimping charges	500mt (Rate to be quoted on per mt. basis) (as per requirement)				
				<b>Total</b>		

**Total package price****In Words Rupees .....****Note:**

1. Filling up of rates in annexure A above of all items is essential.
2. Any other extra conditions if imposed by bidder which affect calculations of total price, that bid will be treated as non-responsive and likely to be rejected.
3. The bidder shall give the total composite price inclusive of all levies & taxes,
4. The quantities mentioned above are indicative only. The Department will give the exact requirement at the time of Work Orders placement.

**All clauses are complied****Signature of the bidder with seal**

**SECTION VII**

**PART-III-A**

**NEAR RELATION CERTIFICATE**

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

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

Signature.....

(Name in block letters of the signatory).....

In capacity of .....

**(Note: Please also refer to clause-32 of section-II.)**



**All clauses are complied**

**Signature of the bidder with seal**

**SECTION-VII****PART-III-B****B I D D E R     D E T A I L S**

- 1** Tender is to be submitted in this form only. Tender submitted by the tenderer in his or her own Performa is liable to be rejected. Separate sheets may be attached where space provided against any clause is insufficient.
- 1.1** Tender Enquiry No. & Date.....
- 2** Name of the Bidder/Firm.....(In case of proprietary/Partnership firms the tender has to be signed by proprietor/Partner only as the case may be)
- 2.1** Address of the Firm.....  
.....  
.....
- 2.2** Telephone No. (with STD code) (O).....(Fax).....  
(R).....(Mobile) if any.....
- 3** Is the firm registered with any Government/ semi government undertakings? If so furnish details of registration.....
- 4** 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)**
- 5** Brief description of work carried out by the firm in last five years with name of clients, nature and value of work done for each. (Please attach extra sheet if necessary)...  
.....  
.....
- 6** Are you registered with NSIC under Single Point Registration Scheme? (If so, please furnish Self Signed and stamped Photostat copy of the current Registration certificates).....
- 7** Name of Proprietor/Partners/Directors.....  
.....



**All clauses are complied**

**Signature of the bidder with seal**

8 Permanent Income Tax number, Income Tax circle.....  
.....

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

LIST OF ENCLOSURES: -

Date:

**Signature of the bidder/Authorized Signatory**

**Name in Block Letters**\_\_\_\_\_

**Status of the Signatory**\_\_\_\_\_



**All clauses are complied**

**Signature of the bidder with seal**



## SECTION VIII

### BID SECURITY FORM

**(Note: The Bank Guarantee must be valid for minimum 180 days from date of bid opening (inclusive of date of opening), otherwise the bid will be considered non-responsive and shall be rejected)**

Whereas \_\_\_\_\_ (hereinafter called "the Bidder") has submitted its bid dated \_\_\_\_\_ for AMC of \_\_\_\_\_ vide Tender No \_\_\_\_\_ dated \_\_\_\_\_ KNOW ALL MEN by these presents that WE \_\_\_\_\_ OF \_\_\_\_\_ having our registered office at \_\_\_\_\_ (hereinafter called "the Bank") are bound unto CGMT J&K Bharat Sanchar Nigam Limited, Jammu (hereinafter called "the Department") in the sum of Rs \_\_\_\_\_ for which payment will and truly to be made of the said Department, the Bank binds itself, its successors and assigns by these present.

THE CONDITIONS of the obligation are:

1. If the Bidder withdraws his bid during the period of bid validity specified by the Bidder on the Bid form or
2. If the Bidder, having been notified of the acceptance of his bid by the Department during the period of bid validity
  - a. **Fails or refuses to execute the Contract, if required; or**
  - b. **Fails or refuses to furnish the Performance Security, in accordance with the instructions to Bidders.**

We undertake to pay to the Department up to the above amount upon receipt of its first written demand, without the Department having to substantiate its demand, provided that in its demand, the Department will note that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force as specified in clauses 12 and 27.2 of section II of the Bid Document upto and including THIRTY (30) days after the Period of bid validity and any demand in respect thereof should reach the Bank not later than the specified date/dates.

Signature of the Bank Authority :

Name :

Signed in the Capacity of :

Full Address of Branch :

Telephone NO of the Branch :

FAX NO of the Branch:

Name and signature of Witness:

Address of Witness:



**All clauses are complied**

**Signature of the bidder with seal**

**SECTION IX****PERFORMANCE SECURITY GUARANTEE BOND**

In consideration of the BSNL, O/o CGMT J&K Telecom Circle Jammu (hereinafter called BSNL) having agreed to exempt \_\_\_\_\_ (hereinafter called 'the said contractor(s)') from the demand under the terms and conditions of an agreement/Advance Purchase Order No \_\_\_\_\_ dated \_\_\_\_\_ made between \_\_\_\_\_ and \_\_\_\_\_ for the AMC of \_\_\_\_\_ (hereinafter called "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 the bank guarantee for \_\_\_\_\_ we, (name of the bank) \_\_\_\_\_ ( hereinafter refer 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 BSNL by reason of 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 demure, merely on a demand from the BSNL by reason of breach by the said contractor(s)' of any of the terms or conditions contained in the said Agreement or by reason of the contractors(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 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)/contractor(s) in any suit or proceeding pending 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)/contractor(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/Department) BSNL certifies that the terms and conditions of the said Agreement have been fully or properly carried out by the said contractor(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the expiry of TWO AND HALF YEARS (as specified in P.O) from the date hereof, we shall be discharged from all liabilities under this guarantee thereafter.

5. We (name of the bank) \_\_\_\_\_ further agree with the BSNL that the 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)/contractor(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 \_\_\_\_\_ day of \_\_\_\_\_

for \_\_\_\_\_

(Indicate the name of bank)



**All clauses are complied**

**Signature of the bidder with seal**

**SECTION X**

**LETTER OF AUTHORISATION FOR ATTENDING BID OPENING**

(To reach before date of bid opening)

To

**ADT (IT)  
O/o Chief General Manager J&K Circle,  
4<sup>th</sup> Floor, North Block Bahu Plaza,  
Jammu-180012**

Subject: Authorization for attending bid opening on \_\_\_\_\_ (date) 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 Signatures
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I.

II.

**Alternate  
Representative**

**Signatures of bidder  
Or  
Officer authorized to sign the bid  
Documents on behalf of the bidder.**

**Note: -**

- 1) Maximum of 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.
  - 2) Permission for entry to the hall where bids are opened may be refused in case authorization as prescribed above is not recovered.
- .....



**All clauses are complied**

**Signature of the bidder with seal**

**SECTION-XI****PROFORMA OF GENERAL POWER OF ATTORNEY (Refer Clause 14.4 of Section-II)  
Non-Judicial Stamp****GENERAL POWER OF ATTORNEY**

Be it known all to whom it concerns that: -

1. Shri \_\_\_\_\_ s/o \_\_\_\_\_ residing at \_\_\_\_\_
2. Shri \_\_\_\_\_ s/o \_\_\_\_\_ residing at \_\_\_\_\_
3. Shri \_\_\_\_\_ s/o \_\_\_\_\_ residing at \_\_\_\_\_

I, the Proprietor/We all the Partners/Directors of M/s \_\_\_\_\_ (Address)

\_\_\_\_\_ hereby  
Appoint Shri \_\_\_\_\_ s/o \_\_\_\_\_ residing  
at \_\_\_\_\_ as my/our Attorney to act in my/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 CGMT,  
J&K Circle, 4<sup>th</sup> Floor North Block Bahu Plaza Jammu 180012. in connection with their Tender Enquiry  
No. \_\_\_\_\_ dated \_\_\_\_\_ for the AMC  
of \_\_\_\_\_ due for opening on \_\_\_\_\_.

In short he is fully authorized to do all, each and everything requisite for the above purpose concerning  
M/s \_\_\_\_\_. And I/We hereby agree to confirm and  
ratify his all and every act of this or any documents executed by my/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 me/us and my/our firm as if the same were executed by me/us individually or jointly.

Witness (with Address)

Signature of the Proprietor/Partners/Directors

- |    |    |
|----|----|
| 1. | 1. |
| 2. | 2. |
|    | 3. |

Accepted

(Signature of Signatory of Tender Offer of the firm)

ATTESTED

Notary Public

(Signature with Official Seal)

OR

REGISTERED

Before

(SUB – REGISTRAR) ..... (of concerned State)

Signature with Official Seal



**All clauses are complied**

**Signature of the bidder with seal**