



**GOVERNMENT OF INDIA
MINISTRY OF COMMUNICATIONS & IT
DEPARTMENT OF TELECOMMUNICATIONS
O/O CONTROLLER OF COMMUNICATION ACCOUNTS
M.P. TELECOM CIRCLE, 1ST FLOOR DOORSANCHAR BHAWAN,
BHOPAL-462 015**

BID DOCUMENT

**LIMITED TENDER FOR
SUPPLY OF STATIONERY ITEMS
O/o THE CONTROLLER OF COMMUNICATION ACCOUNTS
M.P. TELECOM CIRCLE, 1ST FLOOR, DOORSANCHAR BHAWAN,
BHOPAL – 462 015**

Tender No: CCAMPT/ADMIN/Stationery/11-12 Dated: 23-01-2012

Not transferable

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No CCA/Admin/Stationery/2011-12
Government of India
Ministry of Communications & IT
Department of Telecom
Door Sanchar Bhawan, Hoshangabad Road
Bhopal - 462 015.
Dated 22-06-2011

Notice Inviting Tender

Subject: Procurement of Stationery and non-stationery items for a period of one year.

For and on behalf of the President of India Sealed Tenders are invited for purchase of stationery and non-stationery items as per the list enclosed as Chapter 4. The yearly consumption of the stationery as well as non-stationery items would be approximately ₹ 2.00 lakh. Interested parties may send their tender in sealed cover addressed to the Communication Accounts Officer, Room No. 111, O/o CCA, Department of Telecom, Door Sanchar Bhawan, Hoshangabad Road Bhopal - 462 015 super scribed with the words "Tender for supply of stationery and non-stationery items." The Tender should reach the undersigned latest by 08-02-2012 before 03:00 PM. The tenders will be opened on the same day at 3.30 PM in the above mentioned room in the presence of representative of the firm who may wish to be present there.

2. The tenders are in two parts. First parts containing specifications and allied Technical details mentioned in 3 & 5 chapters and other part will be Price Schedule of the various items called in Chapter 4. The technical bid will be opened on the designed dated by a duly constituted Tender Evaluation Committee. On satisfying of the technical bid by the TEC, the commercial bid containing the rate of various items will be opened on a suitable date later on by the TEC by duly informing the successful bidder(s) who qualify the terms and conditions of the technical bid.

3. The technical bid and the financial bid should be sealed by the bidder in separate covers duly super-scribed and both of these covers are to be put in a bigger cover which should also be sealed and duly super-scribed. The technical bids are to be opened at the first instance and evaluated by TEC. At the second stage financial bids of only technically acceptable offers will be opened for further evaluation and ranking before awarding the contract.

The system of procurement of stationery and non-stationery items can be continued/renewed for further years(s) subject to satisfaction of the department and on mutual consent of both the parties subject to the conditions/rules framed by the Government of India from time to time.

B. Schedule of Tender

Tender No. CCA/Admin/Stationary/12

Last date and time of receipt of tender 08-02-2012 at 3:00 PM

Amount of EMD ₹ 5000 (Rs five thousand only)

Date & time of opening of tender 08-02-2012 at 3:30 PM

Venue: Admin Section, Room No. 111, Door Sanchar Bhawan, Bhopal.

4 The tender form along with terms and conditions can be obtained from the undersigned in this office (Room No. 111, Ist floor, Door Sanchar Bhawan, Bhopal on any working day (Monday to Friday) from 23-01-2012 (10 AM to 5 PM) till 07-02-2012 (i.e one day before the last date of receipt of tender) The tender document can also be downloaded from the official website of this department : "www.ccamp.nic.in" .

5 The tenders completed in all respect must in all cases be received in this office well before the date and time indicated in the schedule of Tender in para B of above. The tenders received after the scheduled date and time will be rejected outright. The Tenders can also be put in the Tender box kept for this purpose in Admin section Room No. 111, Door Sanchar Bhawan, Bhopal on all working days (Monday to Friday between 10 AM to 5 PM excluding on holidays if any) till the specified date and time of submission.

(.....)
Dy CCA (Admin)

Chapter 2- Condition of Contract

No 17-4/10-GA
Government of India
Ministry of Communications & IT
Department of Telecom

Door Sanchar Bhawan, Hoshangabad Road
Bhopal - 462 016.

Dated

General Terms and Conditions.

Subject : Notice Inviting Tender for Stationery and Non-Stationery items for the Department of Telecom, Door Sanchar Bhawan, Bhopal.

1. Parties

The parties to the contract are the contractor (the tenders to whom the work have been awarded) and Government of India through Dy CCA, Department of Telecom on behalf of the President of India.

2. Address:

For all purpose of the contract including arbitration there under the address of the contractor mentioned in the tender shall be final unless the contractor notifies a change of address by a separate letter sent by Registered post with acknowledgment due to the Department of Telecom. The contractor shall be solely liable for the consequence of any omission or error to notify in change of address in the aforesaid manner.

3. Earnest Money

Earnest Money of ₹5000/ (₹Five thousand only) must be deposited by bidder The earnest money shall be in the form of cash/bank guarantee/DD from any nationalized bank payable at Bhopal in favour of CAO O/o CCA MP Telecom Circle, Bhopal valid for 90 days from the date of tender opening. Cheque will not be entertained.

- 1.1 No request for transfer of any previous deposit of earnest money or security deposit or payment of any pending bill held by the Department in respect of any previous work will be entertained.
- 1.2 Tenderer shall not be permitted to withdraw his offer or modify the terms and conditions thereof. In case the tenderer fail to observe and comply with stipulations made herein or backs out after quoting the rates, the aforesaid amount of earnest money will be forfeited to the Government.
- 1.3 The Tenders without Earnest Money will be summarily rejected.
- 1.4 No claim will be raised against Government/Department in respect of erosion in value or interest on the amount of EMD or security whatsoever.

4. Preparation and Submission of Tender:

The tender should be submitted in two parts, namely: (i) Technical Bid and (ii) Commercial Bid. The duly filled up Chapter -V along with original copy of EMD receipt shall be placed in the sealed cover containing Technical bid.. The Commercial bid shall be given in Chapter -IV. Each bid should be kept in separate sealed covers, addressed to the undersigned. The outer envelope containing both sealed covers should bear the address, Tender Number, subject of Tender, Envelope containing type of bid i.e Technical or Commercial and Date of Opening of Tender.

5 Signing of Tender:

Individual signing the tender and other document concerned with contract must specify whether he/she sign as

- (a) A 'sole proprietor' of the concern or constituted attorney of such sole proprietor;
- (b) In case of partnership of firm he/she must have authority to execute the contracts on behalf of the firm and to refer to arbitration disputes concerning the business of the partnership either by virtue of the partnership agreement or by a power of attorney duly executed by the partners of the firm.
- (c) Director or a principal officer duly authorized by the Board or Directors of the Company, if it is a company.

N.B

- (1) In case of partnership firms, a copy of the partnership agreement, or general power of attorney duly attested by Notary Public, should be furnished on stamped paper duly sworn or affirmed by all the partners admitting execution of the partnership agreement or the general power of attorney. The attested copy of the certificate of registration of firm should also be enclosed along with the tender.
- (2) In the case of partnership, firm, where no authority to refer disputes concerning the business of partnership firm has been conferred on any partner, the tender and all other related document must be signed by all partners of the firm.
- (3) A person signing the tender form or any document forming part of the tender on behalf of another person should have an authority to bind such other person and if, on enquiry it found that the person so signing had no authority to do so, the Secretary, Department of Telecom may without prejudice, cancel the contract and hold the signatory liable for all costs, consequences and damages under the civil and criminal remedies available.
- (4) The Tenderer should sign and affix his/her firm's stamp at each page of the tender and all its annexure as the acceptance of the offer made by the Tenderer will be deemed as a contract and no separate formal contract will be

drawn. NO PAGE SHOULD BE REMOVED/DETACHED FROM THIS NOTICE INVITING TENDER.

- 5 **Technical bid** : The Tenderer should submit the technical details as per Annexure-I of Contract form.
- 5(a) **Financial bid**: It should be submitted in form given in Annexure-II. The price quoted should be consolidated price that is inclusive of the taxes and shall be fixed and final. Taxes, if any to be paid need to be duly indicated in the bid, otherwise no extra payment would be made on the account. At the time of payment Income Tax or any tax payable shall be deducted at sources.
6. **Opening of Tender:**

The Tenderer is at liberty either himself/herself or authorize not more than one representative to be present at the opening of the tender. The representative attending the opening of the tender on behalf of the tender should bring with him a letter of authority from the Tenderer and proof of identification.
7. **Validity of the bids:**

The bids shall be valid for a period of 180 days from the date of opening of the tender.
8. **The payment clause:**

The bill in triplicate may be sent to this office for settlement after delivery of the material has been effected satisfactorily. The bill should have full particulars of the item(s). The payment will be made within one month from the date of receipt of the bill(s). More details about payment may please be gone through at para 15 below.
9. **Communication of Acceptance/Right of Acceptance**

The Department of Telecom reserves all right to reject any tender including of those tenders who fails to comply with instructions with assigning any reason whatsoever and does not bind itself to accept the lowest or any specific tender. The decision of Department of Telecom in this regard will be final and binding.
- 10.(i) The tender will be evaluated on overall L1 basis.
- 10.(ii) Any failure on part of the contractor to observe the prescribe procedure and any attempt to canvass for the work will prejudice the contractor's quotation.

10.(iii) Successful Tenderers will be informed of the acceptance of his/her tender. Necessary instruction regarding the amount and time for providing Security Deposit, if any will be communicated.

11. Performance Security

The successful Tenderer will be required to furnish 5% of the contract value or ₹7,500 (₹Seven Thousand Five Hundred) whichever is more, as Security Deposit in cash in CCA MPTC Bhopal and produce the receipt (ACG 67) in original to the Department within 7 days from acceptance of the tender or alternatively through furnishing a bank guarantee of any nationalized bank for the period of one and half year from the date of award of the contract.

The security deposit can be forfeited by order of Department of Telecom in the event of any breach or negligence on non-observance of any condition of contract or for unsatisfactory performance. On expiry of the contract, such portion of the said security deposit as may be considered by Department of Telecom sufficient to cover any incorrect or excess payment made on the bill to the firm shall be retained.

12. Period of Delivery:

Delivery of goods shall be made by the supplier within 2 weeks of placing of purchase order. However, in case of emergent requirement he/she has to supply the required quantity of goods within 24 hrs of placing of purchase order. The supply should be normally on quarterly basis.

13. Liquidated Damages

13(i) The date of delivery of the Store, stipulated in the acceptance of the tender should be deemed to be the essence of the contract and delivery must be completed not later than the dates specified therein. Extension will not be given except in exceptional circumstances. Should however, deliveries be made after the expiry of contracted delivery period, without prior concurrence of the purchaser and be accepted by the consignee, such delivery will not deprive the purchaser of his right to recover liquidated damage under clause 13(ii) below.

13.(ii) Should the supplier fails to delivery the store or any consignment thereof within the period prescribed for delivery, the purchaser shall be entitled to recover 0.5 % of the value of delayed supply for each week of delay or par thereof for a period up to 4 (four) weeks and thereafter at the rate 1% of the value of the delayed supply for each week of delay or part thereof for another 4 (four) weeks of delay. Quantum of liquidated damages assessed and levied by the purchaser shall be final and not challengeable by the supplier.

14 FORCE MAJEURE

14.(i) If, at any time during the subsistence of this contract, the performance as a whole or in part by either party of any obligation under this contract is prevented or delayed by reasons of any war or hostility, act of the public enemy, civil commotion, sabotage, fire, floods, explosion, epidemics, quarantine restrictions, strikes, lockout or act of God (hereinafter referred to as events) provided notice of happening of any such eventuality is given by party to 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 have been so resumed or not shall be final and conclusive. Further, that if the performance in whole or in part of any obligation under this contract is prevented or delayed by reason of any such event for period of exceeding 60 days, either party may, at lists option to terminate the contract.

14.(ii) Provided, also that if the contract is terminated under this clause, the Purchaser shall be at liberty to take over from the supplier at a price to be fixed by the purchaser, which shall be final, all unused, undamaged and acceptable material brought out component and stores in course of manufacture which may be in possession of the supplier at the time of such termination or such portion thereof as the purchaser may deem fit, except such material, bought out component and stores as the supplier may with concurrence of the purchaser elect to retain.

15 Insolvency etc:

In the even of the firm being adjudged insolvent of having a receiver appoint for it by a court or any other order under the Insolvency Act made against them or in the case of a company the passing any resolution or making any order for winding up, whether voluntary or otherwise, or in the event of the firm failing to comply with any of the conditions herein specified the Department of Posts shall have the power to terminate the contract with any prior notice.

16, Breach of Terms and Condition

In case of breach of any terms and conditions as mentioned above, the Competent Authority, will have the right to cancel the work order/ job without assigning any reason therefore and nothing will be payable by this Department in that event and the security deposit shall also stands forfeited.

17. Subletting of Work

The firm shall not assign or sublet the work/job or any part of it to any other person or party without having first obtained in writing from the Controller of Communication Accounts, M. P. Circle Bhopal which he/she will be at liberty to refuse.

18. Right to call upon information regarding status of work

The Department will have the right to call upon information regarding status of work/job at any point of time.

The tender is not transferable. Only one tender shall be submitted by one tenderer.

19 Terms of payment

No payment shall be made in advance nor the loan from any bank or financial institution shall be recommended on the basis of the order of award of work.

The contractor shall submit the bill only after supply of the material to the satisfaction of the department. On receipt of a pre-receipted bill invoice from the Contractor the case of issuing sanction and passing of bill for payment will be initiated. No payment will be made for goods, rejected.

All payment shall be made by Cheque only

The department shall be at liberty to withhold any of the payment in full or in part subject to recovery of penalties mentioned in the preceding para.

The term 'Payment' mentioned in this para includes all types of payment accrued to the contractor arising on account of this contract excluding EMD and Security Deposit by separate clauses of the contract.

20 Disclaimer

The near relative of employees of Department of Telecom are prohibited from participation in this tender. The near relative for this purpose defined as: =

- (a) Members of a Hindu undivided Family
- (b) Their spouses
- (c) The one related to the other in the manner as father, son(s), Son's wife (daughter-in-law), brother (s) and brother's wife, sister(s) and sister' husband, brother-in-law

21 Arbitration

If any difference arises out concerning this agreement, its interpretation on payment to the made there under, the same shall be settled out by mutual consultation and negotiation. If attempts for conciliation do not yield any result within a period of 30 days, either of parties may make a request to the other party for submission of the dispute for decision by an arbitrator. Sole Arbitrator to be appointed by the CCA. Such request shall be accompanied with a panel of names of three persons to act as the sole arbitrator. In

case of such arbitrator refusing, unwilling or becoming incapable to act or his/her mandate having been terminated under law, another arbitrator shall be appointed in the same manner from among the panel of three person to be submitted by the claimant. The arbitration proceeding shall take place at Bhopal and shall conducted in English. The provision of Arbitration and Conciliation Act, 1996 and the rule framed there under and in force shall be applicable to such proceedings.

23 Periodicity/Duration of Tender:

The tender is initially for a period of one year and can be extended for a further period of 12 months or more on year to years basis with mutual consent on the same terms and conditions and rates.

24 Other Conditions

The successful firm will be required to do the work/job for a period of one year from the date of awarding the contract. This Ministry/Department shall, however, reserve the right to terminate the contract at any time without assigning any reason

The job will be entrusted on the basis of all inclusive rate contract on 'as' is where 'is' and competitive rates basis.

(.....)
Dy CCA (Admin)

Annexure-I
QUALIFYING BID

(To be enclosed in a separate sealed envelope)

**For the tender for Supply Stationary Items in the O/o the CCA - M.P, Bhopal,
Department of Telecommunications.**

1. Name of Tendering Company/ Firm / Agency : _____
(Attach certificate of registration)

2. Name of proprietor / Director _____
of Company/Firm/agency

3. Full Address of Reg. Office _____

Telephone No. : _____

FAX No. : _____

E-Mail Address : _____

4. Full address of Operating _____
/ Branch Office : _____

Telephone No. : _____

FAX No. : _____

E-Mail Address : _____

5. Banker of Company/ Firm/ agency with full address _____
(Attach certified copy of statement of A/c
for the last three years)

Telephone Number: _____

Of Banker

6. PAN / GIR No. : _____
(Attach attested copy)

7. Service Tax Registration No. : _____
(Attach attested copy)

8. Financial turnover of the tendering **Company / Firm / Agency** for the last 2 Financial
Years:

(Attach separate sheet if space provided is insufficient)

Financial Year	Amount (₹lacs)	Remarks, if any
2009-10		
2010-11		

11. Give details of the major similar contracts handled by the tendering Company / Firm / Agency on behalf of PSUs and Government Departments during the last three years in the following format. Attested copies of work orders may also be attached.

S.No	Details of client along with address, telephone and FAX numbers	Amount Contract (₹lacs)	Duration of Contract	
			From	To

(if the space provided is insufficient, a separate sheet may be attached)

12. Additional information, if any
(Attach separate sheet, if required)

Date:
Place:

Signature of authorized person

Name:
Seal :

DECLARATION

1. I, _____ Son / Daughter / Wife of Shri _____ Proprietor / Director/authorized signatory of the agency/Firm, mentioned above, is competent to sign this declaration and execute this tender document;

2. I have carefully read and understood all the terms and conditions of the tender and undertake to abide by them;

3. The information / documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I / we, am / are well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.

Signature of authorized person

Date:
Place:

Full Name:
Seal :

ORDER FOR ARRANGEMENT OF DOCUMENTS WITH THE QUALIFYING BID

1. Application – Qualifying Bid and declaration;
2. Attested copy of registration of agency;
3. Certified copy of the statement of bank account of agency for the last two years;
4. Attested copy of PAN / GIR Card;
5. Attested copy of the latest IT return filed by agency;
6. Attested copy of Service Tax registration certificate;
7. Certified documents in support of entries in column of Qualifying Bid application;
8. Copy of the terms and conditions at pages 10-14 in Tender Document with each page duly signed and sealed by the authorized signatory of the agency in token of their acceptance.

NB:- All copies must be attested by a Gazetted officer.