



**BHARAT SANCHAR NIGAM LIMITED
(A Govt. of India Enterprise)
GENERAL MANAGER TELECOM DISTRICT
RANCHI – 834001**

BID DOCUMENT

**LIMITED TENDER FOR PURCHASE OF MAINTANANCE KIT FOR LASER
PRINTER MODEL HP 9000 DN (USED FOR PRINTING OF CELLONE BILL AT RANCHI
SSA).**

**Tender No. : RTD / S – 18 / Limited Tender / Maintenance Kit of Laser Printer 9000
DN / Dated. 10.08.2007 .**

Issued to : -----

Issued by : D.E.(Plg),
O/o GMT Ranchi,BSNL



BHARAT SANCHAR NIGAM LIMITED
(A Govt. of India Enterprise)
GENERAL MANAGER TELECOM DISTRICT
RANCHI – 834001

NOTICE INVITING TENDER

**Tender No. : RTD / S – 18 / Limited Tender / Maintenance Kit of Laser Printer
9000 DN dated 10.08.2007 .**

The General Manager Telecom District, Ranchi (BSNL) on behalf of BSNL invites sealed tenders from reputed / experienced tenderers for the execution of following works

Sl. No.	Tender No.	Name of Work	Estimated Cost (in Rs.)	EMD (in Rs.)	Issue of Bid Document	Last Date of Submission	Date of opening
1	Tender No. : RTD / S-18 / Limited Tender / Maintenance Kit of Laser Printer 9000 DN	Supply & Installation of maintenance Kit (Contains:- Fuser Assy., Separation pad, Transfer/ Pick-up Roller for Laser Printer Installed at CTO Building .	48,000 / -	1200/-	10.08.07 to 17.08.07	18.08.07 up to 14:00 hrs.	<u>18-08-2007 at 16.00 Hrs.</u>

Eligibility :

- The Firm must have yearly turn over not less than Rs 10,000,00.00 (Rupees Ten Lakh only)
- Attested photocopy of PAN (In case of no PAN, full Income Tax will be deducted) .
- VAT / Sales Tax Registration No. is mandatory since supply of material is involved.

Date of opening of tender :- 18-08-2007 at 16.00 Hrs.

**Divisional Engineer (Plg.),
O/o The G.M.T. , Ranchi.**

Scope Of Work at C.T.O. Building, Ranchi.

Sl. No.	Items
1.	Supply of Maintenance Kit (Contains:-Fuser Assembly, Transfer / Pick-Up Roller, Separation Pad)
2.	Installation of Maintenance Kit at Main Telephone Exchange which Involve The Fitting of Fuser Assembly, Transfer / Pick-up Roller , Separation Pad

Instruction to Bidder :

Tender completed in all respect, addressed to Divisional Engineer (Planning), BSNL, O/o General Manager Telecom District, Ranchi should reach as per the date and time mentioned above. **If the date of opening of bid happens to be a holiday, the bid will be opened on the next working day.**

Tenders received without bid security and the rates not mentioned as per the financial schedule would be summarily be rejected. The GMTD, Ranchi reserves the right to reject any or all the tenders without assigning any reason.

D.E.(Planning)
O/o GMT Ranchi

Section – I
INFORMATION ABOUT TENDERER
(To be furnished with the tender)

1. Name of the Firm :
2. Registered Address :
3. Sole proprietary or partnership firm :
4. Telephone/Telex/Fax No. :
5. Name of sole Proprietor / Partners/Directors :
6. Permanent Income Tax No. :
7. Sales Tax registration No.
Central and State
8. Brief profile of the company
9. Annual turn over :

Signature of the tenderer

DECLARATION

I / we hereby declare that I / we have carefully gone through the terms and conditions of the Tender Notice No. : **RTD / S-18 / Limited Tender / Maintenance kit of Laser Printer 9000 DN /, dated 10.08.2007** in details and agree in full to abide by these Terms and conditions.

(1) Signature of the party :
Full Name (In block letters)

Capacity in which the
Tender has been signed
(Rubber stamp is required)

(2) Full Address :

Telephone No. :

**Tender No. : RTD / S-18 / Limited Tender / Maintenance Kit of
Laser Printer 9000 DN Dated: 10-08-2007**

SECTION – II

DETAILED INSTRUCTIONS TO BIDDERS

A. ELIGIBLE BIDDERS:

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

B. THE BID DOCUMENTS:

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 bids not substantially responsive to the Bid documents in every respect will be at the bidder's risk and shall result in rejection of the bid.

C. AMENDMENT OF BID DOCUMENTS:

At any time, prior to the date of submission of bids, the Purchaser may for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the bid documents by amendments.

The amendments shall be notified in writing or by telex or FAX to all prospective bidders on the address intimated at the time of purchase of bid document from the purchaser and these amendments will be binding on them.

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

D. FORMAT AND SIGNING OF BID :

The original and all copies of the Bid shall be typed or printed and shall be numbered consecutively and signed by the bidder or a person duly authorized to bind the bidder to the contract. The letter of authorization shall be indicated by written power-of-attorney accompanying the bid, all pages of the original bid, except for unamended printed literature shall be signed by the person or persons signing the bid. The bids submitted shall be sealed properly.

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. All the pages of original bid except for unamended pointed literature shall be signed by bidder authorized for signing the bid.

The prices in Rs. Should be quoted in figures and words both.

E. SUBMISSION OF BIDS:

SEALING AND MARKING OF BIDS:

The bidder shall submit the single bid. The Bidder shall seal the bid on envelope super scribed with the name of the work for which tender is floated.

Addressed to Purchaser at the following address:

**The Divisional Engineer (Planning)
Bharat Sanchar Nigam Limited
O/o the General Manager Telecom District, Ranchi – 834001**

F SUBMISSION OF BIDS

The tender document will be issued only to the eligible bidders .

Bids must be received by the Purchaser at the address specified not later than the time specified with the Limited Tender notice on due date.

The Purchaser may at its discretion , extend this deadline for the submission of bids by amending ; Bid Documents in accordance with clause 6 in which case all rights and obligations of the Purchaser and bidders previously subject to the deadline will thereafter be subjected to the deadline as extended.

The bid must be submitted in the format specified in Tender document and enclosed in Main envelope with the name and number of the tender. The Financial Schedule must be submitted in the prescribed format only.

G. BID OPENING AND EVALUATION :

Bid will be opened in presence of the authorized representative of the Firm.

H. OPENING OF BIDS:

If the date of opening of bid happens to be an incidental holiday, the bid will be accepted and opened as per schedule on the next working day respectively.

Evaluation of eligible bid will be done on overall lowest rate.

I. PURCHASER'S RIGHT TO VARY QUANTITIES AT TIME OF AWARD:

The Purchaser reserves the right at the time of award of contract to increase or decrease by up to 25% of the quantity of goods and services specified in the Schedule or Requirements without any change in unit price of the offered quantity or other terms and conditions.

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

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

K. SIGNING OF CONTRACT:

The issue of purchase order shall constitute the award of contract on the bidder.

L. ANNULMENT OF AWARD:

Failure of the successful bidder to comply with the requirement of Clause 28 shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security in which event the Purchaser may make the award to any other bidder at the discretion of Purchaser or call for new bids.

M. PAYMENT TERMS:

100% payment shall be made after the Supply of Material & Satisfactory performance Certificate from concern A.O.(SBP) SDE / DET / Consignee.

Installation / commissioning certificate from the officer-in -charge of the work i.e. under whose supervision the work is being done..

N. WARRANTY: Minimum one year from the date of receipt of the equipment.

O. SCHEDULE DATE OF COMPLETION:

The supply of the material / equipment must be made within a 15 Days.

P. LIQUIDATED DAMAGES:

The date of completion of the work stipulated in the acceptance of tender should be deemed to be the essence of the contract and work must be completed not later than the dated specified therein. Extension will not be given except in exception circumstances. Should, however, deliveries be made after expiry of the contract delivery period, without prior concurrence of the Purchase and be accepted by the consignee, such deliveries will not deprive the Purchaser of his right to recover liquidated damages under clause 16.2 below.

Should the tenderer fail to deliver the stores or any consignment thereof within period prescribed for delivery the Purchaser shall be entitled to recover 0.5% of the value of the delayed supply for each week of delay or part thereof for a period of 10 weeks and thereafter at the rate of 0.7% of the value of delayed quantity of the goods & services for each week of delay or part thereof for another 10 weeks of delay. In case of package supply where the delaying portion of the supply materially hampers installation and commissioning of the other systems, L/D charges shall be levied as above on the total value of the Purchase Order. **Quantum of liquidated damages assessed and levied by the purchaser shall be final and not challengeable by the Supplier.**

Q. FORCE MAJEURE:

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

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

R. ARBITRATION :

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

The arbitrator may from time to time with the consent of both the parties enlarge the time frame for making and publishing the award. Subject to aforesaid Indian Arbitration and Conciliation Act, 1996 and the Rules made thereunder, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause.

The venue of the arbitration proceeding shall be the Office of the Chief General Manager, Jharkhand Telecom Circle or such other Places as the arbitrator may decide.

S. SET OFF :

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

FINANCIAL SCHEDULE

Work / Item (See Scope of Work)	Price inclusive of all Taxes, freight etc ,and also including Transportation
Supply of maintenance kit (Contains:- Fuser Assay., Separation Pad, Transfer/Pick- up roller) for 9000 DN Laser Printer installed at Main Telephone Exchange.	
Installation of Maintenance kit(Contains:- Fuser Assay., Separation Pad, Transfer/Pick- up roller) for 9000 DN Laser Printer installed at Main Telephone Exchange.	

Signature of
Proprietor/Partners/ Directors of bidder