



Government of India
Department of Telecommunication
O/o Controller of Communication Accounts
Bihar Circle, CCA Building, Sanchar Parisar, Patna-800001

Tender No. CCA/BIHAR/Tender/Computer Peripherals/2015-16/06 Dated:- 14-10-2015.

NOTICE INVITING TENDER

On behalf of the President of India, Sealed Tenders are invited from reputed and established suppliers for supply of Computer peripherals on monthly requirement basis initially for a period of one (01) year. It can be extended to one more year at the same rate, terms & conditions with the approval of the competent authority. The requisition of Computer peripherals shall be for official use in the office of Controller of Communication Accounts, Bihar Circle, Patna.

2. The total one year's estimated cost of purchasing of **Computer peripherals items will be Rs.6,00,000** (Rs. Six Lakhs Only) approximately. This is only estimation. The actual amount shall depend upon the actual requirement. The amount of EMD and security deposit will be Rs.18,000/- (Rs. Eighteen thousand only) and 5% of Contract Value respectively to be given in the form of Bank draft from any nationalised Bank.

3. Tender documents, downloaded from the official CCA web site www.ccabihar.gov.in, are also acceptable provided the requisite tender fee i.e. Rs. 565/- is deposited in cash or in the form of Account Payee demand draft from any of the scheduled bank, drawn in favour of A.O. (Cash), O/O CCA, Bihar Circle, Patna, payable at Patna at the time of submission of the bid document.

4. Cost of Tender Document : Rs.565.00 (non-refundable)

5. Schedule of Tender

Tender No. : CCA/BIHAR/Tender/Computer Peripherals/2015-16/06

Last Date of submission of Tender : **20.11.2015** (upto 14.00 hrs.)

Date & time of opening of Tender : **20.11.2015** (upto 15.00 hrs.)

Venue : CCA Building, 2nd Floor, Budh Marg, Patna.

6. The tenders completed in all respects must be received in this office before date and time indicated in the Schedule of Tender in para 5 above. The tenders received after the scheduled date and time will be rejected outright. The tenders may be sent by registered post/or may be dropped in tender box in this office, so as to reach before the stipulated date. This office will not be responsible for any postal delay. Only one tender should be kept in one cover.

7. Intending eligible bidders may obtain Bid Document from Sr. AO (Admn.) O/o CCA, CCA Building, Sanchar Parisar, Budh Marg, Patna on payment of Rs.565/- (Rs. Five thousand sixty five only) (Non-refundable) in cash or through a crossed Demand Draft on any Nationalized

Bank payable at Patna in favour of AO (Cash), O/o CCA, Bihar Circle, Patna.

(ARUN KUMAR)

Sr. AO

O/o CCA, Bihar Circle

Phone No. 0612-2213102

Copy to: System Administrator to upload the documents on the web-site of this office, DOT website, New Delhi (webadmin-dot@nic.in) and on the website eprocure.gov.in/e-publish.

ANNEXURE-I

GENERAL TERMS AND CONDITIONS

Sub: Notice Inviting Tender for providing Computer peripherals -regarding.

1. Parties: - The parties to the Contract are the contractor (the tenderer to whom the work has been awarded) and the Government of India through the Department of Telecom for and on behalf of the President of India.

2. Addresses:- For all purposes 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 acknowledgement to the office of CCA, Patna. The contractor shall be solely responsible for the consequences of any omission or error to notify change of address in the aforesaid manner.

3. Earnest Money:

3.1 Earnest Money of Rs.18,000 for Computer peripherals in the form of demand draft of any nationalized bank must be deposited by bidders along with their duly filled up tender documents. The validity of the demand draft need to be up to 6 (six) months starting from last date of submission of Tender. The demand draft shall be in favour of **AO (Cash), O/o Controller of Communication Accounts, Bihar Circle, Patna.**

3.2 No request for transfer of any previous deposit of earnest money or security deposit or payment of any pending bill held by O/o CCA in respect of any previous work will be entertained.

3.3 Tenderer shall not be permitted to withdraw his offer or modify the terms and conditions thereof. In case the tenderer fails to observe and comply with the stipulations made herein or backs out after quoting the rates, the aforesaid demand draft will be forfeited to the Government.

3.4 The tenders without Earnest Money will be summarily rejected.

3.5 The Security deposit will be forfeited if:-

- (a) The brand/make of the Computer peripherals is not found as per prescribed specification of Computer peripherals as per Annexure-IV.
- (b) The contractor does not provide the Computer peripherals within the stipulated period after awarding of tender.

3.6 No claim shall lie against the Government/Department in respect of erosion in the value or interest on the amount of earnest money deposit or security deposit.

4. Preparation and Submission of Tender:

The tender should be submitted in two parts namely Technical Bid (in form given in Annexure-III) along with Earnest Money Deposit and Commercial Bid (in form given in Annexure-IV) and each should be kept in a separate sealed cover. Both the bids should be kept in another sealed cover addressed to the undersigned. The outer envelope containing sealed cover should bear the address, Tender Number and date, subject of tender. The Technical Bid & Commercial Bid should be submitted in separate envelopes & both should be superscribed on the envelop.

5. Signing of Tender:

Individual signing the tender or other documents connected with contract must specify whether he signs as:-

(a) A “sole proprietor” of the concern or constituted attorney of such sole proprietor.

(b) A partner of the firm, if it be a partnership firm, in which case he must have authority to execute 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 principal office duly authorized by the Board or Directors of the Company, if it is a Company.

Note:

(1) In case of partnership firms, a copy of the partnership agreement, or general power of attorney duly attested 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) The tenderer should sign and affix his/her firm's stamp at each page of the tender and all its Annexures as the acceptance of the offer 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 TENDER DOCUMENT. (This sub-clause will not be applicable in cases where signing of a separate agreement is considered by the Department of Telecom if necessary.)

6. Technical Bid:

6.1 The Technical bid should be submitted in form given in Annexure- III along with the Demand Draft of Rs.18,000/- for Computer peripherals, alongwith:-

- (i) Registration particulars
- (ii) Copy of PAN Number,
- (iii) TIN VAT No. issued in favour of the firm,
- (iv) Photocopy of I.T. return for last two financial years, and
- (v) experience certificate of last two (2) years with the 25 % of Tender Value.

7. Commercial Bid:

7.1 The Commercial Bid should be submitted in the form given in Annexure IV in a separate sealed cover kept inside the main cover.

The Commercial Bids of only those tenderers who are found technically fit, will be opened on a specified date and time to be intimated to the respective tenderer.

7.2 Rates quoted should be inclusive of all taxes as mentioned in Annexure – IV.

7.3 The price quoted in figure & word shall be firm and final for the entire period of contract.

7.4 Terms of payment as stated in the Tender Documents shall be final.

7.5 At the time of payment of bills, the taxes liable to be deducted, if any, shall be deducted at source as per Government rules and guidelines as may be prevailing at the time of payment.

8. Validity of the Bids:

The bids shall be valid for a period of 120 days from the date of opening of the tenders.

9. Opening of Tender:

The tenderer is at liberty to be present at the opening of the tender either himself or through authorized representative, not more than one representative. The representative attending the opening of the tender on behalf of the tenderer should bring with him a letter of authority from the tenderer and proof of identification.

10. Criterion for Evaluation of Tender:

The evaluation of the tenders will be made first on the basis of technical information furnished in form given in Annexure-III and then on the basis of commercial information furnished in form given in Annexure-IV. The Commercial bid (Annexure-IV) of only such firms found valid based on technical parameters (as per annexure-III) will be opened on the date, time and venue to be announced after opening of the Technical Bid. The award of work will be further subject to any specific terms and conditions of the contract given in Annexure-II of this NIT.

11. Right of Acceptance:

11.1 The Controller of Communication Accounts (CCA) reserves all rights to reject any tender including of those tenderes who fail to comply with the instructions without assigning any reason whatsoever. The decision of CCA, in this regard shall be final and binding. CCA reserves the right to award the Tender to one or more than one vendors. CCA also reserves the right to amend, modify, add or delete any terms and condition of the tender in the interest of the Department without assigning any reason. In case of award of Tender to more than one contractor, Security Deposit will be asked on pro-rata (lump sum) basis.

11.2 Any failure on the part of the contractor to observe the prescribed procedure and any attempt to canvass for the work will prejudice the contractor's quotation.

12. Communication of Acceptance:

Successful Tenderer will be informed of the acceptance of his tender. Necessary instructions regarding the amount and time provided for security deposit will be communicated.

13. Security Deposit:

13.1 The successful tenderer will have to furnish demand draft of 5% of contract amount in favour of AO (Cash), O/o CCA, Bihar Circle, Patna towards Security Deposit within 7 days from the date of acceptance of the tender.

13.2 The demand draft can be forfeited by order of the CCA, Bihar Circle, Patna in the event of any breach or negligence or non-observance of any terms/condition of contract or for unsatisfactory performance or for non-acceptance of the work order. On expiry of the contract, such portion of the said demand draft as may be considered by the Department of Telecommunications sufficient to cover any incorrect or excess payments made on the bills to the firm, shall be retained until the final audit report on the account of firm's bill has been received and examined.

14. Penalty:

(a) In case of breach of any conditions of the contract and for all type of losses caused including excess cost due to purchasing of Computer peripherals from the market in the event of Contractor failing to provide requisitioned Computer peripherals or not providing Computers peripherals, the Controller of Communication Accounts shall make deductions at appropriate rate.

(b) The powers of the CCA, Bihar Circle, Patna under these conditions shall in no way affect or prejudice the powers in certain events to terminate the contract vested in him as herein provided nor forfeiture of deposit mentioned under clause 14 above.

15. Disclaimer

The near relatives of employees of O/o CCA, Bihar Circle, Patna are prohibited from participation in this tender. Certificate of no relative may be furnished as per attached Annexure-V.

16. Breach of Terms and Conditions:

In case of breach of any of terms and conditions mentioned above, the CCA will have the right to cancel the work order without assigning any reason thereof, and nothing will be payable by the O/o CCA, Bihar Circle, Patna.

17. Subletting of Work:

The firm shall not assign or sublet the work or any part of it to any other person or party. Any such instance will lead to immediate cancellation of work order and no payment will be made by the O/o the CCA, Bihar Circle, Patna

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

19. Terms of payment:

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

19.2 The contractor shall submit the complete bill in all respect at each stage preferably in the first week of following month in respect of previous month (in case of monthly payments) for sanction of the amount of bill and passing the bill for payment.

19.3 All payments shall be made by e-payment.

19.4 The Office of Controller of Communication Accounts, Bihar Circle, Patna shall be at liberty to withhold any of the payments in full or in part subject to recovery of penalties mentioned in preceding paras.

19.5 The term "payment" mentioned in this para includes all types of payment due to the contractor arising on account of this contract excluding Earnest Money and Security Deposit governed by the separate clauses of the contract.

19.6 Wherever applicable all payments will be made as per schedule of payments stated in Annexure-II.

20. Tender submitted without cost of Tender will be summarily rejected.

21. Arbitration:

In case of any dispute related to this contract CCA may appoint Joint CCA, O/o CCA or any other Gazetted Officer as an Arbitrator whose decision shall be final and binding on both the parties for any dispute or difference whatsoever arising between the parties out of or relating to the meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be settled by arbitration in accordance with the Rules of Arbitration Indian Arbitration and Conciliation Act 1996 and the award made in pursuance thereof shall be binding on the parties.

(Arun Kumar)
Sr. AO
O/o CCA, Bihar Circle
Patna- 800001

Tender No. CCA/BIHAR/Tender/Computer Peripherals/2015-16
DEPARTMENT OF TELECOMMUNICATIONS
O/o Controller of Communication Accounts
Bihar Circle, CCA Building,
Sanchar Parisar, Budh Marg, Patna.

ANNEXURE-II

TERMS AND CONDITIONS SPECIFIC TO THE CONTRACT

1. The Computer peripherals will be required by Office of Controller of Communication Accounts at CCA Building, Sanchar Parisar, Budh Marg, Patna.
2. The agency should be located at Patna.
3. Computer peripherals are to be delivered to the office without claiming any transportation charge.
4. The Computer peripherals of prescribed quality should be provided.
5. Payment of bills would take about three to four weeks time on an average (Subject to availability of fund). However no interest/penalty would be paid by CCA in case of delay in payment due to official reason.
6. Rates once finalized will be fixed at least for a period of one year. Upward change in rates will not be considered due to any hike in prices or taxes during one year of the contract.
7. Tender can be extended to one more year at same rate, terms & conditions.

(Arun Kumar)
Sr. AO
O/o CCA, Bihar Circle
Patna- 800001

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Bihar Circle, CCA Building, Sanchar Parisar, Budh Marg, Patna.

ANNEXURE-III

TENDER FORM-I TECHNICAL INFORMATIONS AND UNDERTAKING

(See Clause 6 of Annexure-I of this Tender Document)

Sub: Notice Inviting Tender for providing Computer peripherals -regarding.

1. Name of the Tenderer/Concern: _____

2. Address (with Tel. & Mob. No.): _____

3. Address and telephone number of office at Patna: _____

4. Nature of the concern _____ (i.e., Sole Proprietor or Partnership firm or a Company or a Government Department or a Public Sector Organization.)

5. Registration Number of Tenderer/Concern (Under shop and commercial establishment act or any other relevant Act, attested photocopy of registration should be attached).

6. (i) Photo copy of Income Tax Returns for the last two financial years has been attached: _____ (Yes/No)

(ii) PAN Number and TIN VAT No. of Tenderer/Concern: _____

(Attested copy should be attached)

7. Demand draft No. _____ Dated _____ from bank name _____ Amounting to Rs. as Earnest Money Deposit (to be enclosed)

8. Whether each page of NIT and its Annexure have been signed and stamped.

9. List of Important Organizations with address and Telephone number to whom services have been provided during the last two years with period of contract (Summary may be enclosed on separate sheets for each contract and period and amount of contract; remarks/observations/appreciation of the organization for whom the work was executed and any other information considered important by tenderer).

10. Any other information important in the opinion of the tenderer.

(Signature of Tenderer)
With stamps of the firm)

Dated :

Place :

Tender No. CCA/BIHR/Tender/Computer Peripherals/2015-16
DEPARTMENT OF TELECOMMUNICATIONS
O/o Controller of Communication Accounts
Bihar Circle, CCA Building, Sanchar Parisar, Budh Marg, Patna.

ANNEXURE-IV

FINANCIAL BID

Format for quoting rates of Computer Peripherals

Sl. No.	Items	Quantity	Unit Price (in figures) All inclusive	Unit Price (in words) All inclusive
1.	Toner Cartridge (HP 88 A)	95		
2.	Toner Cartridge (HP 55 A)	10		
3.	Toner Cartridge (Toshiba 1640D)	02		
4.	HP 131 A Toner Cartridge (black)	03		
5.	HP 131 A Toner Cartridge (Magenta)	02		
6.	HP 131 A Toner Cartridge (yellow)	02		
7.	HP 131 A Toner Cartridge (cyan)	02		
8.	Inkjet Cartridge (HP 901 Colour)	08		
9.	Inkjet Cartridge (HP 901 Black)	12		
10.	Inkjet Cartridge (HP 703 Colour)	03		
11.	Inkjet Cartridge (HP 703 Black)	08		
12.	Toner Cartridge (Canon NPG 28)	05		
13.	Optical Mouse (USB Interface) HP/HCL make	20		
14.	Cordless Keyboard+ Mouse set (HP/HCL make)	05		
15.	Anti Virus Quick Heal Total Security (5 in one)	8		
16.	Keyboard (USB interface) (HP/HCL make)	05		
17.	Pen Drive (Moserbaer 16 GB)	05		
18.	Pen Drive (Moserbaer 32 GB)	05		
19.	Pen Drive (Moserbaer 08 GB)	10		

ANNEXURE-V

Proforma for no near relative (s) of the contractor in O/o CCA, Bihar Circle, Patna Certificate to be given by the Contractor in respect of no near Relative(s) in O/o CCA, Bihar Circle, Patna of the contractor.

I.....S/O Shri.....
.....R/O.....

hereby certify that none of my relative (s) as defined in the tender document is/are employed in O/o CCA, Bihar Circle, Patna as per detail given below. In case at any stage, it is found that the information given by me is false/incorrect. DoT shall have the absolute right to take any action as deemed fit, without and prior intimation to me.

Signature of the tenderer with seal/stamp*.

The near relative(s) means:

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

In case of proprietorship firm, certificate will be given by the proprietor, and in case of partnership firm, certificate will be given by all the partners and in case of Ltd Company by all the Directors of the company or company secretary on behalf of all directors. Any breach of these conditions by the company or firm or any other person, the tender/work will be cancelled and earnest money/security deposit will be forfeited at any stage whenever it is so noticed. The department will not pay any damages to the company or firm or the concerned person. The company or firm or the persons will also be debarred for further participation in the concerned unit.

Signature of the tenderer with seal*.

Signature and Stamp of the Bidder