

Government of India
Ministry of Communications and Information Technology
Department of Telecommunication
Dy. Director General, Telecom Enforcement, Resources &
Monitoring Cell, Mumbai
5th Floor, Saki Vihar Telephone Exchange Building
Saki Vihar Road, Andheri (East),
Mumbai 400 072
Website: www.dot.gov.in/<https://eprocure.gov.in/cppp/app>

Tender No. DDG/TERM/MBI/Tender for Stationary/2015-16/310/4 dated 20-01-2016

BID DOCUMENT

For Supply of Stationary to
Telecom Enforcement, Resources & Monitoring Cell
Mumbai

Not transferable

Price of Bid Document : **Rs. 100.00**

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O/o Deputy Director General(TERM) Mumbai
(Telecom Enforcement, Resources & Monitoring)
Government of India, Ministry of Communications & IT
Department of Telecommunications
5th Floor, Saki Vihar Telephone Exchange Bldg, Saki Vihar Road, Andheri (East),
Mumbai 400 072

Tender No. DDG/TERM/MBI/Tender for Stationary/2015-16/310/4 dated 20-01-16

NOTICE INVITING TENDER

1. Sealed tenders on behalf of the President of India, are invited under Two Packet System viz. Technical Bid and Financial Bid from reputed, experienced and financially sound Companies /Firms /Agencies for supply of stationary items to the office of DDG (TERM), Mumbai, for a period of one year.
2. Desirous companies/firms/agency may:-

Obtain tender document with effect from 20-01-2016 on request in writing from Astt. Director General-III(TERM),5th Floor, Saki Vihar Tele. Exch. Bldg, Saki Vihar road , Andheri (East), Mumbai – 400 072 (Phone No.28578905) (on all working days between 1030 hours and 1330 hours) up to 03-02-2016 on payment of Rs. 100/- (non- refundable) in the form of Demand draft/Pay Order drawn in favor of "CAO, CCA(Maharashtra)", payable at Mumbai

or

Download from the web site- www.dot.gov.in/ or <https://eprocure.gov.in/cppp/> in which case the requisite tender fee/cost ie. Rs. 100/- should be enclosed in the form of Account Payee Demand Draft from any of the Commercial Banks in favor of "CAO, CCA(Maharashtra)", payable at Mumbai at the time of submission of bid document.

3. Schedule –

Date & time of issue of Bid Document	:	20.01.2016 to 10-02-2016(Time 1030 hrs. to 1330hrs.)
Last date & time for receipt of tenders	:	10-02-2016, Time 1500 hrs.
Date & Time for opening of Technical Bid	:	10-02-2016, Time 1530 hrs.
Date & Time for opening of Financial Bids for technically qualified bidders	:	To be notified later
Place of opening the Tenders	:	Office of Dy. Director General(TERM) 5 th Floor, Saki Vihar Tele Exch Bldg Saki Vihar Rd, Andheri (E),Mumbai – 72
Validity of Tenders	:	90 days from the date of Opening of tenders.

4. Interested Companies/ Firms/ Agencies may put the tender document complete in all respects along with Earnest Money Deposit (EMD) of Rs. 4,400/- and other requisite documents from 10:30 AM on 20-01-2016 up to 1500 hours on 10-02-2016 in the Tender Box kept in the Office of Dy. Director General(TERM), 5th Floor, Saki Vihar Tele Exch Bldg, SakiVihar road, Andheri (E), Mumbai – 400 072. The tenders shall not be entertained after this deadline under any circumstances whatsoever.

5. This office reserves the right to amend or withdraw any of the terms and conditions contained in the Tender Document or to reject any or all tenders without giving any notice or assigning any reason. The decision of the DDG(TERM), Mumbai, Department of Telecommunications, Govt. of India, in this regard shall be final and binding on all.

Astt. Director General-III(TERM)
Office of Dy. Director General(TERM)
5th Floor, SakiVihar Tele Exch Bldg
Saki Vihar Road, Andheri (E), Mumbai –72

Name of Bidder:
Stamp&Signature:

SECTION II**INSTRUCTIONS TO BIDDERS****1. Definitions:**

- i. "The purchaser" means the Department of Telecommunications, Ministry of Communications & IT, Government of India.
- ii. "The bidder" means the individual or firm who participates in this tender and submit its bid.
- iii. "The supplier" means the individual or firm providing services under contract.
- iv. The Services means all the Services, which the supplier is required to provide to the purchaser under the contract.
- v. Letter Of Intent (LOI) means the written communication to the successful bidder of the intention of the purchaser to accept the tender as per the terms & conditions contained & referred there in.
- vi. "The Purchase Order" means the written order placed by the purchaser on the supplier signed by purchaser including all section incorporated by reference therein. The purchase order shall be deemed as "Contract" appearing in the document.
- vii. "The contract Price" means the price payable to the supplier under the purchase order/work order for the full & proper compliance of his contractual obligations.
- viii. The records, terms & expressions not specifically defined herein or in the tender documents, shall have the same meaning assigned to them, as the case may be. The Head notes are for guidance only & shall not affect the interpretation or construction of any provision thereof in the tender documents.
- ix. Date of receipt of communication of purchase order will be taken as actual date of receipt or 7 days from date of dispatch in case of postal delivery; whichever is earlier unless specifically mentioned.

2. Items to be supplied : As per Section V.**3. Eligibility Criteria**

- i. The tendering Company / Firm / Agency should have registration , as given below:-
 - a. Under Indian Companies Act / Bombay Shops & Establishments Act 1948, as applicable
 - b. Income Tax (PAN Card)
 - c. VAT & TIN.
- ii. The bidder should have a minimum turnover of **Rs. 2 lakhs** during any one of the last 3 financial years (2012-13 or 2013-14 or 2014-15).

4. Cost of Bidding

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

5. Bid Document

- i. Bid document includes
 - a. Notice Inviting Tender- Section I
 - b. Instructions to Bidders- Section II
 - c. General (Commercial) Conditions of Contract- Section III
 - d. Special Conditions of the Contract- Section IV
 - e. Schedule of Requirements- Section V
 - f. Technical Bid Form – Section VI
 - g. Financial Bid Form- Section VII
 - h. Format for Performance Bank Guarantee- Section VIII
 - i. format for Agreement – Section IX
 - j. Check list & instructions for packing & Sealing of bid document- Section X
 - k. Format for letter of Authorization for attending of Bid Opening- Section XI

Name of Bidder:
Stamp&Signature:

- ii. The bidder is required to examine all instructions, forms, terms and specifications in the Bid document. Failure to furnish all or any of the information required as per Bid document or submission of the bids not substantively responsive may result in rejection of the bid.
- iii. A prospective bidder requiring any clarification on the Bid documents shall have to notify the purchaser in writing. The purchaser shall respond in writing to any such request which it receives not later than 3 days prior to the date of opening of Tender.

6. Amendment to bid document

- i. At any time, prior to opening of bid, DDG (TERM) may, for any reason whether at her/his own initiative or in response to a clarification required by a prospective bidder, modify the bid document by amendments.
- ii. Such amendments shall be notified on the website www.dot.gov.in or <https://eprocure.gov.in/cppp/> & these amendments will be binding on all the bidders.

7. Bid Form

The bidder shall complete the bid form and the appropriate price schedule furnished in the bid document as per Sections VI & VII.

8. Bid Price:

- i. The supplier shall quote the price as per format enclosed (section VII) and fill up the relevant parts accordingly.
- ii. Bids submitted with variable prices shall be rejected as a non-responsive bid.
- iii. The prices quoted by the bidder shall remain firm during the entire period of the contract & shall not be subject to variation on any account.
- iv. The rates quoted by the tenderer must be reasonable & logical. The tender can be rejected on the basis of unreasonable & illogical rates.
- v. "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 etc. into account.
- vi. Any increase in taxes and other statutory duties/levies during the contract period shall be borne by the supplier.
- vii. Bid Price shall be inclusive of all taxes. However, these taxes shall be shown separately in the bill while claiming.

9. Earnest Money Deposit:

- i. The Earnest Money Deposit is required to protect the Purchaser's interests against the risk of bidder's conduct, which would warrant forfeiture of the bid security.
- ii. An Earnest Money Deposit (EMD) of Rs. 4,400/- as mentioned in NIT in the form of A/C payee Demand draft drawn in favor of the 'CAO, CCA(Maharashtra)', payable at Mumbai from a nationalized/scheduled bank, should be enclosed with the bid.
- iii. Amount or amounts payable, if any, to the bidder or the bid security furnished by the bidder in respect of an earlier bid, shall not be adjustable against this bid.
- iv. The amount deposited as bid security shall carry no interest during the entire period it remains with Department of Telecommunications.
- v. The Earnest Money Deposit of unsuccessful bidders will be discharged /returned as early as possible, but not later than 30 days after the expiry of the period of bid validity.
- vi. The Earnest Money Deposit of the successful bidder will be converted as part of performance guarantee.
- vii. The bid security shall be forfeited:
 - a. if the bidder withdraws his bid during the period of bid validity ; or
 - b. In the case of a successful bidder, if the bidder fails to sign the contract and /or fails to furnish performance guarantee (S.D.) in accordance to the relevant clauses of the documents(s).

A bid not secured in accordance to para 9 shall be summarily rejected as a non-responsive bid.

10. Filling of Bid Document

- i. The bid shall be filled either typed or printed or neatly hand written and all pages of the enclosures numbered sequentially and all pages of the bid document should be signed by the bidder or a person duly authorized to bind the bidder to the contract.
- ii. Over writing/erasures if any in the technical bid must be duly authenticated with the full signature of the person signing the bid. Overwriting/Corrections is not permitted in the financial bid.
- iii. Violation of the above clauses will lead to the rejection of the tender.

11. Submission of Bid:

- i. Bid shall be addressed to the purchaser by Designation at the following address:
The Assistant Director General-III, O/o DDG(TERM) Mumbai, 5th Floor Saki Vihar Telephone Exchange Building, Saki Vihar Road, Andheri(East), Mumbai- 400072.
- ii. Bids delivered in person shall be dropped in the tender box kept with The Assistant Director General-III, O/o DDG(TERM) Mumbai, 5th Floor Saki Vihar Telephone Exchange Building, Saki Vihar Road, Andheri(East), Mumbai- 400072 on or before the date and time specified in NIT. The Purchaser shall not be responsible in any way about the bids that are delivered/dropped elsewhere and/or after the last date and time for receipt of bids.

12. The purchaser shall assume no responsibility for the misplacement of bid(s) or premature opening thereof, if the outer envelope is not sealed & marked as required.

13. Bids shall not be entertained after the deadline under any circumstances whatsoever.

14. For detailed instructions on packing of Bid documents kindly see section-XI.

15. Modification and withdrawal of bids.

- i. The bidder(s) may modify or withdraw bid after submission provided that the written notice for the modification(s) or withdrawal is received by the Purchaser one hour prior to the last date & time prescribed for submission of bid.
- ii. The notice for modification or withdrawal shall be prepared, sealed, marked & dispatched, as required in the case of bid submission. A notice for withdrawal may also be sent by Telex / FAX but followed by a signed confirmation copy, by post marked not later than one hour before the deadline for submission of bids.

16. Bid Opening:

- i. The bids shall be opened on date and time as specified under NIT, in the presence of such bidder(s) or their representatives who may be present. The bidder(s) or the authorized representative(s) who are present shall sign an attendance register. The authorized representative(s) of the bidder(s) shall submit letter(s) of authority before they are allowed to sign the attendance register and participate in the bid opening.
- ii. For any bidder, not more than two persons shall be allowed to attend the bid opening.
- iii. The bidder's name, bid prices, modification etc. & any other details as the purchaser may consider appropriate at his discretion will be announced at the time of opening financial bid to all the bidders.

17. Summary Rejection of Bid:

One or more of the following reasons will render a bid liable to summary rejection:-

- i. A bid not secured in accordance with para 9 of section II of the bid document.
- ii. Downloaded bid document without DD for requisite amount towards price of bid document (Rs. 100) in favor of 'CAO, CCA(Maharashtra)' payable at Mumbai from a Nationalized/Scheduled bank.
- iii. Conditional bid or bid received with validity for a shorter period than prescribed.
- iv. Documents establishing eligibility as per clause 3 not submitted.
- v. Over-writing/ corrections in the Financial Bid form.

Name of Bidder:
Stamp&Signature:

18. Evaluation:

- i. All bids will be examined for responsiveness with respect to terms & conditions in the bid document.
- ii. Thereafter the evaluation will be done for substantively responsive bids only.
- iii. A substantively responsive bid is one that conforms to all the terms and conditions of the Tender Documents without any material deviations. The bid's responsiveness shall be based on the contents of the bid itself without recourse to any extrinsic material.
- iv. A bid determined as substantively non-responsive shall be rejected.
- v. The bidder(s) shall not be permitted to make corrections after opening of bid to make such bid(s) substantively responsive.
- vi. The purchaser is not bound to accept the lowest or any tender and reserves the right to accept the whole or any part of the tender and of allotting the quantities offered. The bidders shall supply the quantities as decided by the purchaser at the approved rates.
- vii. The purchaser may waive minor non-conformance or irregularity(s) in a bid, which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of the bid(s).
- viii. Arithmetical error, if any shall be rectified in the following manner:
 - a. If there is a discrepancy between words & figures; the amount in words shall prevail.
 - b. If there are errors in the calculations or rate of applicable Govt. levies, duties & taxes, the same will be corrected by the purchaser.

19. Commercial Evaluation of Substantively Responsive Bids:

On bid opening day mentioned in the NIT, only technical bids will be opened which will be evaluated for responsiveness. Financial bids of those bidders whose technical bids are found to be responsive only will be opened and commercially evaluated, on a different date. Date of opening of financial bids will be intimated to all eligible bidders.

After removing arithmetical errors, if any, total amount for tendered quantity for all items, inclusive of all taxes, will be determined for each bidder. The ranking shall be based on the total amount thus determined.

20. Documents comprising the bid

The submitted bid document shall comprise the following components:-

A. Technical Bid:-

- i. Technical Bid form duly filled (as per section VI).
- ii. Price of bid form in the form of DD in case of bid forms downloaded from website.
- iii. EMD of Rs.4,400/- in the form of DD from a nationalized/scheduled bank drawn in favour of 'CAO, CCA Maharashtra', payable at Mumbai.
- iv. Documentary evidence established in accordance with clause 3 that the bidder is eligible to bid and is qualified to perform the contract if his bid is accepted. The following documents shall be submitted along with the technical bid form:-
 - a. Self attested copy of Certificate of Incorporation/ valid Shop & Establishment Registration Certificate, as applicable.
 - b. Self attested copy of Article/Memorandum of Association or Partnership Deed or Declaration stating that the firm is a proprietary concern as the case may be, of the Company/Firm/Agency in respect of clause 3(i)(a) as applicable.
 - c. Self attested copy of PAN/GIR card of the Company/Firm/ Agency in respect of clause 3(i)(b)
 - d. Self attested copy of VAT & TIN registrations of the Company/Firm/ Agency in respect of clause 3(i)(c)
 - e. Self attested copy of audited P&L account for the financial year 2012-13 or 2013-14 or 2014-15 in respect of clause 3(ii).

- v. Certification regarding near relatives as per Annexure-II of section VI. In case of proprietorship firm the certificate is to be given by the proprietor, for partnership firm by all partners and in case of limited company by all directors of company.
- vi. Tender document duly signed and stamped on all pages.
- vii. Declaration as per Annexure-I of Section VI

At any point of time original documents may be asked for verification. In case originals are not produced before due date bids may be rejected.

B. Financial bid:-

Financial bid form at Section VII duly filled & signed and enclosed in a separate sealed envelope **clearly super scribed 'Financial Bid for Stationary items** to the office of DDG (TERM) Mumbai Tender No. DDG/TERM/MBI/Tender for Stationary/2015-16/310/4 dated 20-01-2016
Date of Opening 10-02-2016'

Astt. Director General-III(TERM)
Office of Dy. Director General(TERM)
5th Floor, SakiVihar Tele Exch Bldg
Saki Vihar road, Andheri (E), Mumbai -72

SECTION III**GENERAL (COMMERCIAL) CONDITIONS OF CONTRACT****1. Application**

Submission of bid against this offer shall bind the bidder for the acceptance of all the conditions specified herein or in NIT.

2. Period of validity of bids

- i. The bid shall remain valid for 90 days after the date of opening of bids. A bid valid for a shorter period shall be rejected by DDG (TERM), Mumbai as nonresponsive.
- ii. A Bidder accepting the request of DDG (TERM), Mumbai for an extension to the period of bid validity, in exceptional circumstances, will not be permitted to modify bid.

3. Cancellation of bid

DDG (TERM), Mumbai reserves the right to cancel the bid (Tender) partly or fully without assigning any reason.

4. Contacting the Purchaser

No bidder shall try to influence the Purchaser on any matter relating to its bid, at any stage. Any effort by a bidder to influence the Purchaser in the Purchaser's bid evaluation, bid comparison or contract award decision shall result in the rejection of the bid.

5. Award of Contract

DDG (TERM), Mumbai shall consider placement of letter of intent to the bidder whose offer has been found technically, commercially and financially acceptable.

6. The bidder, within 15 days of issue of letter of intent, shall give his acceptance along with performance security bond in conformity with section VIII of the bid document.

7. Annulment of Award

Failure of the successful bidder to comply with the requirement of Clause 6 shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security in which event DDG (TERM), Mumbai may make the award to any other bidder at the discretion of DDG (TERM), Mumbai or call for new bids.

8. Signing of Contract:- Signing of Agreement shall constitute the award of the contract on the bidder.

9. Performance Security

- i. The successful tenderer will have to deposit a Performance Security Deposit within 15 days of the issue of the formal order, for a sum equivalent to 5% of contract value subject to revision at the time of placing the work order. The performance security should be furnished in the form of the Account Payee Demand Draft or Bank Guarantee drawn in favour of 'CAO, CCA(Maharashtra)', payable at Mumbai or Fixed Deposit Receipt (FDR) from a Commercial Bank. made in the name of the Company / Firm / Agency but hypothecated to the 'CAO, CCA(Maharashtra), Mumbai'. The performance security should remain valid for a period of 60 days beyond the date of completion of all the contractual obligations of the supplier.
- ii. Performance security will be discharged after three months (from the end of contract) after compliance of contractor's performance obligations under the contract.
- iii. If the agency fails to supply the items against the initial requirement within 15 days from date of placing the order, the Performance Security Deposit shall stand forfeited without giving any further notice.

- iv. If the contractor fails or neglect any of his obligations under the contract it shall be lawful for DDG (TERM), Mumbai to forfeit either whole or any part of performance security deposit furnished by the bidder as compensation for any loss resulting from such failure.
- v. In case of breach of any terms and conditions attached to this contract, the Performance Security Deposit of the agency will be liable to be forfeited by this office besides annulment of the contract.

10. Extension of contract period.

The contract shall be for one year (unless otherwise specified). However the purchaser reserves the right to extend the contract period by 1 year beyond the period specified in the letter of Intent, on the same rates and terms & conditions, if mutually agreed.

11. Right to vary quantities:

DDG (TERM), Mumbai reserves the right to increase or decrease up to 50% of the quantity of goods specified in the schedule of requirements, without any change in the unit price of the items or other terms & conditions, at the time of award of contract.

12. PURCHASE ORDERS

- i. Purchaser reserves the right to place order for the tendered quantity in full or parts thereof, any time during the contract period.
- ii. Changes in Purchase Orders:-

The purchaser may, at any time, by a written order given to a supplier, make changes within the general scope of the contract in any one or more of the following:-

- a. Drawings, designs or specifications, where goods to be supplied under the contract are to be specifically manufactured for the Purchaser.
 - b. The method of transporting or packing
 - c. The place of delivery or
 - d. The services to be provided by the supplier.
- iii. If any such change causes an increase or decrease in the cost of, or the time required for the execution of the contract an equitable adjustment shall be made in the contract price or delivery schedule, or both, and the contract shall accordingly be amended. Any proposal, by the supplier for adjustment under this clause must be made within 14 days from the date of the receipt of the change in order.

13. DELIVERY & INSPECTION

- i. Delivery period will be two weeks from the date of purchase order if not specified otherwise.
- ii. Items delivered shall be inspected by ADG-III or any other officer instructed by him/her.

14. PAYMENT TERMS

- (i) 100% payment shall be made on receipt of goods by consignee. For claiming this payment the agency shall raise the bill, in duplicate, in respect of goods supplied and submit the same to DDO(TERM) within one month of delivery of items. As far as possible the payment will be released within two weeks of submission of bills. Claims should contain the following documents:-
 - (a) Bills duplicate duly pre-receipted
 - (b) Copy of purchase order
 - (c) Receipt of the consignee
 - (d) Proof of payment of Octroi, entry tax etc., if any

(ii) No payment will be made for goods rejected.

15. Liquidated Damage Charges:

- i. The date of delivery stipulated in the tender should be deemed to be the essence of the contract and the delivery must be completed not later than the dates specified therein. Exception will not be given except in exceptional circumstances. Should, however deliveries be made after expiry of the contracted delivery period, without prior concurrence of the purchaser and be accepted by the consignee, such deliveries will not deprive the purchaser of his right to recover liquidated damage under clause 21(ii)(b).
- ii. If the supplier fails to deliver the store or any consignment within the period specified 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 up to 2 weeks and thereafter at the rate of 0.7% of the value of the delayed supply for part thereof. Quantum of liquidated damages assessed and levied by the purchaser shall be final and not challengeable by the supplier.

16. Termination of Contract.

DDG (TERM), Mumbai, may, without prejudice to any other remedy for breach of contract, terminate the contract in whole or in parts:

17. Termination for insolvency

DDG(TERM), Mumbai may also by giving written notice and without compensation to the contractor terminate the contract if the contractor becomes unwilling, bankrupt or otherwise insolvent without affecting its right of action or remedy as hirer.

18. Force Majeure

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 reason of any war, or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockage or act of God (Hereinafter referred to as events) provided notice of happenings, of any such eventuality and given by either party to the other within 21 days from the date of occurrence thereof, neither party shall be responsible of such events and be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such performance or delay in performance under the contract shall be resumed as soon as practicable after such an event may come to an end or cease to exist, and the decision of DDG (TERM), Mumbai as to whether the supplies 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.

19. Resolution of disputes & Arbitration

Settlement of disputes will be as per Indian Arbitration and Conciliation Act-1996 and venue will be the Department of Telecommunications, Ministry of Communications & IT.

20. Set Off

Any sum of money due and payable to the contractor (including security deposit refundable to him) under the contract may be appropriated by DDG (TERM), Mumbai and set off the same against any claim of DDG (TERM), Mumbai for payment of a sum of money arising out of this contract or under any other contract made by contractor with DDG (TERM), Mumbai.

21. Delays In The Supplier's Performance:-

- i. Services under the contract shall be provided strictly in accordance with the schedule specified in the purchase order.

Name of Bidder:
Stamp&Signature:

- ii. Delay(s) in the performance of service obligations shall render the supplier liable to any or more of the following sanctions:-
- forfeiture of performance security (S/D)
 - imposition of liquidated damages
 - termination of the contract for default
 - Barring participation of bidder in all future tenders of DoT for a period of 3 years or more.
- iii. If at any time during performance of the contract, the supplier should encounter conditions impending timely delivery of the services, the supplier shall promptly notify the purchaser in writing of the full fact about the delay, its likely duration & cause(s). As soon as practicable after receipt of the supplier's notice, the discretion to extend the period for performance of the contract after mutual discussions, lies with the purchaser ie. DDG(TERM) Mumbai.
22. Tenderers whose near relatives are employees of TERM Cell/CCA/DoT are not eligible to participate in this tender. 'Near Relatives' in relation to a Government Servant includes:-
- Members of a Hindu Undivided Family,
 - They are husband and wife,
 - The one is related to the other in the manner as father, mother, son(s), son's wife (daughter-in-law), daughter(s) & daughter's husband (son-in-law), brother(s) & brother's wife, sister(s) & sister's husband(brother-in-law).
- A declaration to this effect is required to be enclosed in the technical bid cover. Format for declaration is at Annexure-II of Section VI.
- 23. Right to Cancel the Contract.**
- The purchaser shall have the right to cancel the contract wholly or in part in the event he is obliged to do so on account of any decline, diminution, curtailment or stoppage of the work(s), by giving one month's notice.
 - The purchaser shall have the right to cancel the contract & forfeit S/D if subsequently it is found that the approved contractor is a "Member of Family" of a "Government servant".

Astt. Director General-III(TERM)
Office of Dy. Director General(TERM)
5th Floor, SakiVihar Tele Exch Bldg
Saki Vihar road, Andheri (E), Mumbai -72

SECTION IV**SPECIAL CONDITIONS OF CONTRACT**

1. The special conditions of contract shall supplement the instructions to the Bidders as contained in section II and 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 III.
2. In case the date fixed for opening of bids is subsequently declared as holiday by the Government of India, 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.
3. DDG (TERM), Mumbai reserves the right of disqualifying such bidders who have a record of not meeting contractual obligations against earlier contract entered into with other departments/offices of central government.
4. The contract shall automatically expire after one year from commencement of the contract unless extended further by the mutual consent of contracting agency and this office.
5. The contracting Company / Firm / Agency shall not be allowed to transfer, assign, pledge or sub-contract its rights and liabilities under this contract to any other agency without the prior written consent of this Department.
6. The tenderer will be bound by the details furnished by him / her to this Department, while submitting the tender or at subsequent stage. In case, any of such documents furnished by him / her is found to be false at any stage, it would be deemed to be a breach of terms of contract, making him / her liable for legal action besides termination of contract.
7. DDG (TERM), Mumbai reserves the right for placement of full tendered quantity on the approved bidder.
8. The tendering agency will be responsible for compliance of all statutory provisions relating to Income Tax, Sales Tax, VAT, Service Tax etc. as applicable.
9. The tendering agency shall maintain all statutory registers under the applicable Law. The agency shall produce the same, on demand, to the concerned authority of This office or any other authority under Law.
10. The Tax Deduction at Source (T.D.S.) shall be deducted as per the provisions of Income Tax Department, as amended from time to time and a certificate to this effect shall be provided to the agency by this office.
11. In case, the tendering agency fails to comply with any statutory / taxation liability under appropriate law, and as a result thereof This office is put to any loss / obligation, monetary or otherwise, This office will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the agency, to the extent of the loss or obligation in monetary terms.
12. The Deputy Director General (TERM) DoT, Ministry of Communications & IT reserves right to withdraw / relax any of the terms and conditions mentioned above so as to overcome the problem encountered by the contracting parties.
13. Purchaser reserves the right to reject any items supplied which are found to be of poor quality and/or are not as per specifications.

Asst. Director General-III(TERM)
Office of Dy. Director General(TERM)
Saki Vihar road, Andheri (E), Mumbai –72

Name of Bidder:
Stamp&Signature:

SECTION V**SCHEDULE OF REQUIREMENT**

- i. Contract Period: One year extendable by further one year, if mutually agreed.
- ii. Details of items:-

Sl. No.	Item	Unit	Quantity
1	HP 78A Cartridge	each	10
2	HP 88A Cartridge	each	13
3	HP-702/703 Cartridge	each	10
4	FAX Machine Catridge (brother FAX-2820)	each	2
5	Toshiba E-Studio 212 Cartridge	each	4
6	Canon Xerox Machine Catridge(CANON image RUNNER 2002N)	each	3
7	Xerox Paper 75gsm A4 Size (Copy Power, JK etc.)	Reams	275
8	Xerox Paper 75gsm A3 Size (Copy Power, JK etc.)	Reams	10
9	Laser Paper 75 gsm Green A4 Size (Copy Power, JK etc.)	each	6
10	Note Sheet ledger paper -90gsm (printed as per sample)	Book of 100 sheets	20
11	Office File Covers - closed size 14"x11" 350gsm extra strong with print (as per sample)	each	500
12	Envelope (Size-24cm*11 cm) (as per sample) 85 gsm	each	3000
13	Envelope -with plastic coating (27.5cmx12.5cm) 85 gsm (as per sample)	each	800
14	Envelope with Cloth Lining (35cm x 27cm)(as per sample) 90 gsm	each	100

- iii. For item at Serial numbers 1 to 5 above, the material shall be supplied in original packing from the manufacturer clearly indicating, serial number, manufacturing date, expiry date, price etc.
- iv. Delivery Period: Two weeks from date of the purchase order, if not specified otherwise.
- v. Purchaser reserves the right to place order for full tendered quantity or in parts during the contract period.

SECTION VI**TECHNICAL BID****For Supply of Stationary items to O/o DDG (TERM), Mumbai, Department of Telecommunications**

1. Name of bidding Company/Firm /Agency : _____
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: _____
Telephone Number of Banker : _____
6. PAN / GIR Nos. : _____
7. VAT & TIN Nos. : _____
8. Turnover of the Company/ Firm/Agency for the financial year:-
 - i. 2012-13 : Rs. _____ Lakhs
 - ii 2013-14 : Rs. _____ Lakhs
 - iii 2014-15 : Rs. _____ Lakhs
9. Additional information, if any (Attach separate sheet, if required)

Signature of authorized person.

Date :

Name :

Place :

Seal :

 Name of Bidder:
Stamp&Signature:

Annexure-I

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:

Full Name:

Place:

Seal :

Annexure-II

DECLARATION REGARDING NEAR RELATIVES

I Son/Daughter of a resident of
hereby certify that none of my near relative(s) as defined below is/are employed in DoT/TERM Cell /
CCA . In case at any stage, it is found that the information given by me is false/incorrect, DoT shall
have absolute right to take any action as deemed fit without any prior information to me.

Definition: The near relatives of all employees working in the Department of Telecommunications
(TERM Cell/ CCA/ DoT); either directly recruited or on deputation are prohibited from participation in
this tender. The near relatives for this purpose are defined as:

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

SIGNATURE OF BIDDER WITH NAME AND ADDRESS

**(In case of proprietorship firm the certificate is to be given by
the proprietor, for partnership firm by all partners and in case of
limited company by all the directors of company)**

SECTION VII**FINANCIAL BID**

(To be enclosed in a separate sealed envelope)

For Supply of Stationaries to O/o Deputy Director General(TERM), Dept. of Telecommunications, Mumbai.

1. Name of tendering Company / Firm / Agency:

2. Price Schedule:-

Sl. No.	Item	Unit	Qty	Unit Rate Offered (in Rs. All inclusive)	Total Amount (in Rs. All inclusive)	
					In Figures	in words
1	HP 78A Cartridge	each	10			
2	HP 88A Cartridge	each	13			
3	HP-702/703 Cartridge	each	10			
4	FAX Machine Catridge (brother FAX-2820)		2			
5	Toshiba E-Studio 212 Cartridge	each	4			
6	Canon Xerox Machine Catridge (CANON image RUNNER 2002N)	each	3			
7	Xerox Paper 75gsm A4 Size (Copy Power, JK etc.)	Reams	275			
8	Xerox Paper 75gsm A3 Size (Copy Power, JK etc.)	Reams	10			
9	Laser Paper 75 gsm Green A4 Size (Copy Power, JK etc.)	Reams	6			
10	Note Sheet ledger paper -90gsm (printed as per sample)	Book of 100 sheets	20			
11	Office File Covers - closed size 14"x11" 350gsm extra strong with print (as per sample)	each	500			
12	Envelope (Size-24cm*11 cm) (as per sample) 85 gsm	each	3000			
13	Envelope -with plastic coating (27.5cmx12.5cm) 85 gsm (as per sample)	each	800			
14	Envelope with Cloth Lining (35cm x 27cm)(as per sample) 90 gsm	each	100			
TOTAL						

- i. For item at Serial numbers 1 to 6 above, the material shall be supplied in original packing from the manufacturer clearly indicating, serial number, manufacturing date, expiry date, price etc.
- ii. Delivery Period: Two weeks from date of the purchase order, if not specified otherwise.
- iii. Purchaser reserves the right to place order for full tendered quantity or in parts during the contract period.

Certified that I have quoted the above rates all inclusive in figures and words and I agree to the terms and conditions of the Tender.

Mumbai

Signature of the Bidder with Seal

Date:

Name of Bidder:
Stamp&Signature:

SECTION VIII

PERFORMANCE SECURITY BOND FORM

Tender No. DDG/TERM/MBI/Tender for Stationary/2015-16/310/4 dated 20-01-2016

1. In consideration of Dy. Director General, Telecom Enforcement, Resources & Monitoring Cell, Mumbai Circle, having agreed to exempt _____ (herein after called the said contractor(s)) from the demand of security deposit money of Rs. _____ (Amount equivalent to 5% of the contract value) on production of bank guarantee for Rs. _____/- for the due fulfilment by the said contractors of the terms and conditions to be contained in an agreement in connection with the contract for supply of stationary items , we, (Name of the Bank) at the request of _____ contractor's do hereby undertake to pay the DDG(TERM) Mumbai Circle, an amount of not exceeding _____ , against any laws or damage caused to or suffered or would be caused to or suffered by the DDG(TERM) Mumbai Circle, Maharashtra by reason of any breach by the said contractor of any of the terms and conditions contained in the said agreement.
2. We (Name of the Bank) _____ do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the DDG(TERM) Mumbai stating that the amount claimed is due by way of loss or damages caused to or suffered by the DDG(TERM) Mumbai by reason of breach by the said contractor of any of the terms and conditions contained in the said agreement or by reason of the contractor's failure to perform the said agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this guarantee where the decision of the DDG (TERM) Mumbai 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 Rs. _____ /-.
3. We undertake to pay to the DDG (TERM) Mumbai any money so demanded notwithstanding any disputes raised by the contractor (s) / supplier(s) in any suit or proceedings pending before any court or tribunal relating to our liability under the 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 the contractor (s) / supplier (s) shall have no claim against us for making such payment.
4. We (Name of the Bank) _____ further agree that the guarantee herein contained shall remain in full force and effect immediately for a period of one year and three months from the date herein and further agrees to extend the same from time to time (after fifteen months) so that it shall continue to be enforceable till all the dues of the DDG (TERM) Mumbai _____ under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till DDG(TERM), Mumbai certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor (s) and accordingly discharges this guarantee.
5. We (Name of the Bank), further agree with DDG(TERM) Mumbai that DDG(TERM) Mumbai shall have the fullest liberty without our consent and without effecting in any manner our obligations hereunder to vary and 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 to time any of the powers exercisable by the DDG(TERM) Mumbai 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 contractors or any indulgence by the forbearance, or any omission on the part of the (TERM) Mumbai or any indulgence by the DDG(TERM), Mumbai to the said contractors or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
6. This guarantee will not be discharged due to the change in the constitution of the Bank or the contractor (s) / supplier (s).
7. This guarantee shall be irrevocable and the obligations of the Bank herein shall not be conditional to any prior notice by DDG(TERM) Mumbai.

Dated: _____
Bank)

For _____ (Name of the

N.B. This guarantee should be issued on non-judicial stamped paper, stamped in accordance with stamp act.

Name of Bidder:
Stamp&Signature:

SECTION IX

PROFORMA FOR AGREEMENT

1. This agreement is made this day between M/s. (name of the Company) hereafter called the 'Supplier' the first party which expression shall include his heirs, executors and administrators/their successors and Department of Telecommunications, hereinafter called "DOT", the second party, through Deputy Director General (TERM) Mumbai, hereafter include her successors and assignees.
2. That WHEREAS the first party will supply stationary to O/o Deputy Director General(TERM) Mumbai in accordance with tender No. DDG/TERM/MBI/Tender for Stationary/2015-16/310/4 dated 20-01-2016 at the rates quoted by the supplier vide their financial bid in response to tender No. DDG/TERM/MBI/Tender for Stationary/2015-16/310/4 dated 20-01-2016 and as per all terms and conditions given in the aforesaid tender which shall become part and parcel of this agreement.
3. The performance Security Bond would be encashed by second party in case first party fails to provide manpower and/or breaches terms & conditions of the aforesaid tender document.
4. This agreement is made for a period of one year from _____ .

IN WITNESS THEREOF THE ABOVE MENTIONED PARTIES HAVE PUT THEIR SIGNATURES ON THIS -----
- DAY OF TWO THOUSAND AND THIRTEEN.

1. Witness for Supplier	Authorized Signatory of Tenderer
Signature:	Signature:
Name & Address	Name & Address
2. Witness for DOT	Authorized Signatory of DoT
Signature:	Signature:
Name & Address	Name & Address

SECTION X

Check List & Instructions for packing and sealing of bids

A. Check list of documents (All documents should be serially arranged & indexed)

Sl. No.	Particulars of document	Whether enclosed (Yes/No)	Index No.
1.	Technical Bid		
2.	If tender document is downloaded DD towards price of tender document.		
3.	EMD of Rs. 4,400/- in the form of DD		
4.	Self attested copy of Certificate of Incorporation and/or valid Shop & Establishment Registration Certificate, as applicable		
5.	Self attested copy of Article/Memorandum of Association or Partnership Deed or Declaration stating that the firm is a proprietary concern		
6.	Self attested copy of PAN/GIR		
7.	Self attested copy of the VAT & TIN		
8.	Self attested copy of the audited profit & Loss account statement of the Company/Firm/ Agency for the financial year 2012-13 or 2013-14 or 2014-15		
9.	Declaration regarding near relatives as per Annexure II of section VI		
10.	Declaration as per Annexure I section VI		
11.	Tender Document with each page duly signed and sealed on all pages by the authorized signatory of the agency in token of their acceptance.		
12.	Financial Bid Cover – Section VII		

Documents should be enclosed & sealed in separate covers as follows:-

- I. Cover-I : Technical Bid- *All documents from Sl. Nos. 1 to 11 in the above checklist should be serially indexed and enclosed in one envelope & should be sealed. The cover should be super scribed " Technical Bid for Supply of Stationary items to the O/o DDG(TERM)Mumbai, Department of Telecommunications, Tender No. DDG/TERM/MBI/Tender for Stationary/2015-16/310/4 dated 20-01-2016 Date of opening 10-02-2016'*
- II. Cover-II: Financial Bid- *Should be completed in all respects and enclosed in a separate envelope and sealed. The envelope should be super scribed "Financial Bid for Supply of Stationary items to the O/o DDG(TERM)Mumbai, Department of Telecommunications, Tender No. DDG/TERM/MBI/Tender for Stationary/2015-16/310/4 dated 20-01-2016 Date of opening 10-02-2016'*
- III. Cover -III : *Both covers I & II above should be enclosed in a third envelope and sealed. The envelope should be super scribed "Tender for Supply of Stationary items to the O/o DDG(TERM)Mumbai, Department of Telecommunications, Tender No. DDG/TERM/MBI/Tender for Stationary/2015-16/310/4 dated 20-01-2016 Date of opening 10-02-2016'*

All the above envelopes should be addressed to Assistant Director General-III(TERM), O/o Dy. Director General(TERM) 5th Floor, Saki Vihar Tel. Exchange Building, Saki Vihar Rd, Andheri (E), Mumbai -72.

Name of Bidder:
Stamp&Signature:

SECTION XI

LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

(To reach on or before date of bid opening)

To

The Deputy. Director General,
(Telecom Enforcement, Resources & Monitoring Cell)
5th Floor, Sakivihar Tele Exch
Saki Vihar road
Andheri (Eest), Mumbai 400 072

Sub:- Authorisation 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 Signature
I.

Signature of Bidder
Or
Officer authorized to sign the bid
Documents on behalf of the Bidder

Note: 1. *only one representative will be permitted to attend bid opening.*
2. *Permission for entry to the hall where bids are opened may be refused in case authorization as prescribed above is not received.*

Name of Bidder:
Stamp&Signature: