

# **E-Tender for “Supply of Desktop computers at BRBRAITT, Jabalpur”**



Tender Type	- E-Tendering
Bid Type	- Single stage Two Envelop system
Estimated cost	Rs 3,28,000/- Rs Three Lakh twenty eight thousand only (Inclusive all levies and GST)

**SECTION – 1 Part A****Detailed NOTICE INVITING E-TENDER (DNIT)****BHARAT SANCHAR NIGAM LIMITED***(A Government of India Enterprise)*

Bharat Ratna Bhim Rao Ambedkar Institute of Telecom Training, Ridge Road, Jabalpur-482001

**1.0** E-tenders in Single Stage Bidding Two Envelop method (Part-A: Techno-commercial bid and Part-B: Financial bid) are invited on behalf of the Principal General Manager, BRBRAITT, Jabalpur for undertaking following works.

S. N.	Name of work	Estimated quantity	Estimated cost of Tender (Rs.)	Last date and time			Bid Security/ EMD (In Rs.)	Cost of Tender Form in Rs. (not refundable)
				Downloading of tender form Date & time	Tender submission Date & time	Tender opening Date & time		
1.	Supply of Desktop computers at BRBRAITT, Jabalpur	8	Rs 3,28,000/- Rs Three Lakh twenty eight thousand only (Inclusive all levies and GST)	20/09/2023 Up to 15:00 Hrs.	20/09/2023 Up to 15:00 Hrs. on	20/09/2023 At 15:30 Hrs.	Rs 6,560 (Rupees six thousand five hundred sixty Only)	Rs 590/- with 18% GST Included

**1.1** Period of Tender-Three month.

**2.0** **Purchase of Tender Document:** Tender document can be obtained by downloading it from the website [www.gem.gov.in](http://www.gem.gov.in) or [www.brbraitt.bsnl.co.in](http://www.brbraitt.bsnl.co.in)

**2.1** The bidders downloading the tender document are required to submit the tender fee **Rs 500/- plus 18% GST i.e. Rs. 590/- (Rupees Five Hundred Ninety only)** through DD/ Banker's cheque along with tender bid, failing which the tender bid shall be left archived unopened/ rejected.  
The DD/ Banker's cheque shall be drawn from any Nationalized/Scheduled Bank in favour of "ACCOUNTS OFFICER (Cash), BRBRAITT, BSNL, Jabalpur" and payable at Jabalpur.

**2.2** The tender documents shall be issued free of cost to MSE bidders on production of requisite proof in respect of valid certification from MSME for the tendered item/services.

**3.0** **Availability of Tender Document:** The tender document shall be available for downloading from **25/08/2023 at 17:00 hrs** onwards up to **20/09/2023 up to 15:00 hrs.**

**3.1** Since tenders are being invited through e-tendering process, physical copy of the tender document would not be available for sale.

**4. Eligibility Criteria:** - The Bidder should have:-

- a) A valid registered Indian Firm having experience of supply of Desktop/Laptop/printers/IT Equipment or similar items, completed satisfactorily. Experience certificate/work order copy has to be submitted as proof.
- b) The bidder should have valid registration of firm.(i.e. Shop/Gumasta Registration or PWD registration or Registration in any Govt. body is valid for registration of firm.)
- c) The bidder should have Valid PAN No. (In case of Partnership/Pvt. Ltd firm PAN No. of firm is required, in case of Proprietorship firm, PAN No. of proprietor is to be enclosed).
- d) The bidder should have Goods and Service (GST) Tax Registration Certificate. Copy of Registration Certificate is to be submitted as part of bid and bidder has to give a self-declaration that bidder is not black listed by GST authorities.

**OR**

The bidder should produce certificate that bidder is exempted to register under the Goods and Services Tax (GST).

- e) Undertaking for Department of Expenditure Office Memorandums(OMs) No. 6/18/2019-PPD dated 23rd July 2020 and its Clarification dated 24/07/2020.
  - f) Self declaration regarding Local Content (LC) for Telecom Product, Services or Works
- 4.1 The experience certificate if any should be on the letter head of the organization with name, designation and contact number along with the office seal of issuing authority. The certificate should be signed/issued by the authority not less than the "Gazetted Officer/Manager" rank officer for Govt./Semi Govt./PSU/Private organizations.
  - 4.2 The bidders shall submit necessary documentary proof showing that they meet the eligibility criteria along with their tender bid. All documents submitted will also be **digitally signed/self-attested** by the bidder's seal and signature.
  - 4.3 In case same rates quoted by more than one bidder, then work will be awarded to the Bidder having higher amount of Experience of any one year in last three financial years.

**5. Bid Security/EMD:**

- 5.1 The bidder shall furnish the bid security/EMD in one of the following manner:-
  - (a) FDR/NEFT/RTGS/Demand Draft/ Banker's cheque drawn in favour of "ACCOUNTS OFFICER (Cash), BRBRAITT, BSNL, Jabalpur" and payable at **Jabalpur**.
  - (b) /Bank Guarantee from a scheduled bank drawn in favour of "ACCOUNTS OFFICER (Cash), BRBRAITT, BSNL, Jabalpur", which should be valid for 270 days, from the tender opening date.
- 5.2 The MSE units shall be exempted from submission of Bid Security deposit and tender fee on production of requisite proof in respect of valid certification from MSME for the tendered item/service.

6. **Date & Time of Submission of Tender bids:** The tender should be uploaded on the E-Platform i.e. [www.gem.gov.in](http://www.gem.gov.in) and a physical bid in sealed envelope to be submitted to AGM (MM), R. N. 008, Admin Building, BRBRAITT, Ridge Road, Jabalpur-482001 along with the Earnest Money of **Rs. 6,560** (Rupees six thousand five hundred sixty Only)) and tender fee **Rs 500/- plus 18% GST i.e. Rs. 590/- (Rupees Five Hundred Ninety only)** as prescribed in clause 5.1 and 2.1 above, on or before **20/09/2023 up to 15:00 hrs.**

**Note:** The date fixed for opening of bids, if subsequently declared as holiday by the BSNL, the revised date of schedule will be notified. However, in absence of such notification, the bids will be opened on **next** working day, time and venue remaining unaltered.

**7. Opening of Tender Bids:**

- 7.1 Physical bid ..... **20/09/2023 at 15:30 hrs.**  
7.2 Techno-commercial bid (on E-Platform) ..... **20/09/2023 at 15:30 hrs.**  
7.3 Financial bid (on E-platform). The date will be intimated to the responsive bidders only, later on.

**8. Place of opening of Tender bids:**

- 8.1 Since tender has been invited through e-tendering process, the tender shall be opened through 'Public Online Tender Opening Event (TOE). BRBRAITT's Tender Opening Officers as well as authorized representatives of bidders can attend the Public Online Tender Opening Event (TOE) from the comfort of their offices. Kindly refer clause 8 of Section-4 Part C of Tender document for further instructions.  
8.2 In addition authorized representatives of bidders can attend the TOE at "**R. N. 008, Admin Building, BRBRAITT, Ridge Road, BSNL, Jabalpur-482001**", where BRBRAITT's Tender Opening Officers would be conducting Public Online and manual Tender Opening Event (TOE).  
9. Tender bids received after due time & date will not be accepted.  
10. Incomplete, ambiguous, Conditional, unsealed tender bids are liable to be rejected.  
11. **The purchaser i.e. PGM BRBRAITT Jabalpur reserves the right to accept or reject any or all tender bids without assigning any reason. The purchaser is not bound to accept the lowest tender.**  
12. The bidder shall furnish a declaration in his tender bid that no addition / deletion / corrections have been made in the downloaded tender document being submitted and it is identical to the tender document appearing on the website.  
12.1 In case of any correction/ addition/ alteration/ omission in the tender document, the tender bid shall be treated as non responsive and shall be rejected summarily.

**Note 1:** All documents submitted in the bid offer should be preferably in English. In case the certificate viz. experience, registration etc. is issued in language other than English, the bidder shall attach an English translation of the same duly attested by the bidder & the translation to be true copy in addition to the relevant certificate.

**Note 2:** All computer generated documents should be duly signed/digitally signed/ attested by the bidder/ vendor organization.

13. The supplier has to indemnify BSNL against loss of input tax credit to BSNL on account of blacklisting of supplier during tenure of contract.  
14. BSNL has the right to recover input tax credit loss suffered by it due to any mis-declaration on invoice by supplier.

**Note:** Please note that the documents mentioned in physical bid are the prerequisites for considering bid for evaluation. Bidder is being allowed 5 days time from last date of bid submission, to submit these documents to this office. Therefore, the scanned copies of all these documents **must be mandatorily uploaded in technical bid part** on e-tendering portal, failing which the online bids of such tenderer will not be opened and rejected. If the bidder fails to submit the original offline documents 5 days time from last date of bid submission or the submitted documents are in variance with scanned copies uploaded, the bid will be rejected summarily.

**IF none of the original document have been available to submit in physical bid as, submission of physical bid is not mandatory**

**AGM (MM)**  
**O/o PGM BRBRAITT, Jabalpur**  
**Tel: 0761-2601658 Fax: 0761-2600301**  
**e-mail:sgurnani@rediffmail.com**

**SECTION – 1 (Part B)**

**BHARAT SANCHAR NIGAM LIMITED**  
*(A Government of India Enterprise)*  
**O/o the PGM, BRBRAITT, Jabalpur – 482001**

**NOTICE INVITING TENDER**

E-tenders are invited on behalf of PGM, BRBRAITT, Jabalpur for following work:

Name of work	Estimated cost in Rs.
Supply of Desktop computers at BRBRAITT, Jabalpur Total area 8 No.	Rs 3,28,000/- Rs Three Lakh twenty eight thousand only (Inclusive all levies and GST)

For further details visit our website web site [www.gem.gov.in](http://www.gem.gov.in) or [www.brbraitt.bsnl.co.in](http://www.brbraitt.bsnl.co.in).

**AGM (MM)**  
**O/o PGM BRBRAITT, Jabalpur**  
**Tel: 0761-2601658 Fax: 0761-2600301**  
**e-mail: sgurnani@rediffmail.com**

**SECTION- 2****Tender Information****1. Type of tender- :**

- a) No. of Bid Submission Stages for E- tender:-**Single Stage Two Envelope System.**
  - b) Techno-commercial & Financial bid to be submitted electronically on [www.gem.gov.in](http://www.gem.gov.in) In addition, physical bid comprising of only the documents listed at 3 (c) below to be submitted physically. **The Techno-Commercial & Financial bid original or copy must not be submitted with physical bid to AGM (MM ), BRBRAITT, Jabalpur.**
  - c) E-reverse auction : **No**
- 2. Bid Validity Period / Validity of bid Offer: 180 days from the tender opening date.**
- 3. The electronic bid is invited in Single Stage Two Envelope System.**
- a) **Techno-Commercial Envelope**, in electronic form, shall contains following documents:
    - i) Certificate(s) showing fulfillment of the eligibility criteria(s) stated in Clause 4 of the DNIT. Viz;
      - a. A valid registered Indian Firm having experience of supply of Desktop/Laptop/printers/IT Equipment or similar items, completed satisfactorily OR work order.
      - b. Copy of firm registration certificate.
      - c. Copy of PAN no.
      - d. Copy of Goods and Service Tax Registration Certificate and bidder has to give a self-declaration that bidder is not black listed by GST authorities.

**OR**

The bidder should produce certificate that bidder is exempted to register under Goods and Service Tax.
    - ii) Details of Bid security/EMD.
    - iii) Details of Tender Documents fee.
    - iv) Near-Relation Certificate duly filled & signed/digitally signed.
    - v) Undertaking & declaration duly filled & signed/digitally signed.
    - vi) Undertaking for Department of Expenditure Office Memorandums(OMs) No. 6/18/2019-PPD dated 23rd July 2020 and its Clarification dated 24/07/2020.
    - vii) Self declaration regarding Local Content (LC) for Telecom Product, Services or Works
      - a. Valid MSE certificate, if any.
      - b. Certificate of incorporation, if any.
      - c. Article or Memorandum of Association or partnership deed or proprietorship deed as the case may be.
    - viii) Tender Documents with signed/digitally signed & company sealed in each page separately.
  - b) **Financial Envelope** shall contain Price First techno- commercial bid will be opened and evaluated by TEC. The financial bid of only responsive bidders shall be opened.  
All relevant bid annexure should be uploaded on E-Platform i.e. "[www.gem.gov.in](http://www.gem.gov.in)" only (**Since tender is invited through e-tendering process**).
- Note:- Techno-commercial & Financial bid, copy or original, **should not** be submitted to AGM (MM ), BRBRAITT, Jabalpur. **Bidder must upload self attested copies of the documents** with the tender form. Bidder has to produce original certificates/ documents for inspection whenever required by BSNL.
- c) **Physical Bid Envelope** shall contain: {This envelop has to be submitted, physically, in the office of AGM (MM), Room No. 008, Admin Building, Ridge Road, BRBRAITT, Jabalpur-482001, on or before last date and time of submission of bid.}
    - i) EMD-Bid Security in Original.
    - ii) DD/ Bankers cheque against payment of tender fee in original.
    - iii) Power of Attorney & authorization for executing the power of Attorney in accordance with clause 14.3 of Section 4 Part A.
    - iv) Self attested copy of valid MSE certificate from MSME for the tendered item/service, if applicable.
    - v) If EMD/Tender fee paid on-line and Power of Attorney & authorization for executing the power of Attorney is not applicable then no need to submit physical envelope.

**SCOPE OF WORK****SECTION- 3****TECHNICAL SPECIFICATIONS/ Schedule of Requirements****General: Specification**

<b>S NO</b>	<b>NAME OF ITEM</b>	<b>QTY REQUIRED</b>	<b>SPECIFICATION</b>
1	Desktop Computers	8	i) Processor : Intel Core I3 or Higher with 10th or Higher Generation ii) Mother Board : Compatible Intel Chipset motherboard iii) Hard Disc : 1TB iv) SSD : 256 v) RAM : 8 GB or Higher vi) Monitor: 19" LCD/LED or higher vii) OS : Windows 10 Professional or Higher viii) OEM onsite warranty : 3 years or more

**"The AGM (MM), R. No. 008, Admin Building, Ridge Road, BRBRAITT, Jabalpur-482001."**

- b) Bids sent by registered post or delivered in person shall be delivered up to specified time & date as stated in NIT to "The AGM (MM), R. No. 008, Admin Building, BRBRAITT, Ridge Road, Jabalpur-482001". The purchaser shall not be responsible, if the bids are delivered elsewhere.
- c) Venue of Tender Opening:  
The tenders will be opened in Room. No. 008, Admin Building, BRBRAITT, Ridge Road, Jabalpur-482001 at specified time & date as stated in DNIT.

## **2. SUBMISSION OF BIDS**

- 2.1. Bids must be submitted by the bidders on or before the specified date & time indicated in Clause 6 of Section-1, Part-A i.e. DNIT.

## **3. LATE BIDS**

- 3.1. No bid shall be accepted either online by E-Tender Portal or physically after the specified deadline for submission of bids prescribed by the purchaser.

- 4. The date fixed for opening of bids, if subsequently declared as holiday by the BSNL, the revised date of schedule will be notified. However, in absence of such notification, the bids will be opened on next working day, time and venue remaining unaltered.

## **5. PRELIMINARY EVALUATION**

- 5.1. The purchaser shall evaluate the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the bids are generally in order.
- 5.2. Arithmetical errors shall be rectified on the following basis. Based on the quoted percentage of duties and taxes, Freight etc. the amounts quoted thereof shall be worked out and rounded off to 2 decimal points. If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected by the purchaser.
- 5.3. If there is a discrepancy between words and figures, the amount in words shall prevail.
- 5.4. Prior to the detailed evaluation pursuant to clause 22, the purchaser will determine the substantial responsiveness of each bid to the Bid Document. For purposes of these clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the Bid Documents without material deviations. The purchaser's determination of bid's responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence.
- 5.5. A bid, determined as substantially non-responsive will be rejected by the purchaser and shall not subsequent to the bid opening be made responsive by the bidder by correction of the non-conformity.
- 5.6. The purchaser may waive any minor infirmity or non-conformity or irregularity in a bid which doesn't constitute a material deviation, provided such waiver doesn't prejudice or affect the relative ranking of any bidder.

## **6 EVALUATION AND COMPARISON OF SUBSTANTIALLY RESPONSIVE BIDS**

- 6.1 The purchaser shall evaluate in detail and compare the bids previously determined to be substantially responsive pursuant to clause 21.
- 6.2 The evaluation and comparison of responsive bids shall be done on the basis of Net cost to BRBRAITT, BSNL on the basis of total composite prices of the services offered inclusive of Packing, Forwarding, Freight and Insurance charges etc. but excluding goods and service tax which shall be paid extra.



Tender for "Supply of Desktop computers at BRBRAITT, Jabalpur" No. MM-8/GeM/Desktop computers/2023-  
" 6.3 In case same rates quoted by more than one bidder, then work will be awarded to the Bidder having higher  
amount of Experience of any one year in last three financial years.

**6. CONTACTING THE PURCHASER**

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

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

**7. PLACEMENT OF ORDER**

The purchaser shall consider placement of orders for commercial supplies only on those eligible bidders whose offers have been found technically, commercially and financially acceptable and whose goods/services have been type approved/ validated by the purchaser. The purchaser reserves the right to counter offer price(s) against price(s) quoted by any bidder.

The ordering price of bid shall not exceed the lowest evaluated package price.

The purchaser reserves the right for the placement of order of entire tendered quantity on the bidder with the lowest evaluated price.

**8. PURCHASER'S RIGHT TO VARY QUANTITIES**

Purchaser reserves the right to increase or decrease up to 25% of the quantity of goods and services specified in the schedule of requirements without any change in the unit price or other terms and conditions.

**9. 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 bidder or bidders on the grounds of purchaser's action.

**10. ANNULMENT OF AWARD**

Failure of the successful bidder to comply with the requirement of clause 27 & 28 shall constitute sufficient ground for the annulment of the award and the forfeiture of the bid security in which event the purchaser may award the work to any other bidder at its discretion or call for new bids.

**QUALITY ASSURANCE REQUIREMENTS**

The quality of services will be monitored by the authorized representatives of the purchaser and their decision in this regard has to be accepted by the contractor.

Delay by the bidder in the performance of its service obligations shall render the Supplier liable to any or all of the following sanctions:

- (a) forfeiture of its performance guarantee,
- (b) imposition of liquidated damages, and/ or
- (c) Short closure of the contract in part or full and/ or termination of the contract for default.

**LIQUIDATED DAMAGES**

- a) The date of start of services specified in the work order should be deemed to be the essence of the contract and the services should be started on that date. Extension will not be given except in exceptional circumstances. Should, however, the service be started after the date specified in the work order, such starting of services will not deprive BRBRAITT of its right to recover liquidated damages as per **Clause 13(b)** below.

**11. ACTION BY PURCHASER AGAINST BIDDER(S) / VENDOR(S) IN CASE OF DEFAULT.**

In case of default by Bidder(s)/ Vendor(s) such as

- (a) Failure to deliver and/ or commission any or all of the material within the time period(s) specified in the contract, or any extension thereof granted by the purchaser.
- (b) Failure to perform any other obligation(s) under the tender;

**12. FORCE MAJEURE**

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

**13. ARBITRATION**

. Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, in connection with construction, meaning, operation, effect, interpretation of the contract or breach thereof which parties unable to settle mutually, the same shall be referred to Arbitration as provided here under.

A part wishing to commence arbitration proceeding shall invoke Arbitration clause by giving 60 days notice to the designated officer of the other party. The notice invoking arbitration shall specify all the points of disputes with details of the amount claimed to be referred to arbitration at the time of invocation of arbitration and not thereafter, If the claim is in foreign currency, the claimant shall indicate its value in Indian Rupee for the purpose of constitution of the arbitral tribunal.

The number of the arbitrators and the appointing authority will be as under :

<b>Claim amount (excluding claim for counter claim, if any)</b>	<b>Number of arbitrator</b>	<b>Appointing Authority</b>
Above Rs. 5Lakhs to Rs.5 Crores	Sole Arbitrator to be appointed from a panel of arbitrators of BSNL	BSNL(Note: BSNL will forward a list containing names of three empanelled arbitrators to the other party for selecting one from the list who will be appointed as sole arbitrator by BSNL)
Above Rs.5 Crores	3 Arbitrators	One arbitrator by each party and the 3 <sup>rd</sup> arbitrator, who shall be the presiding arbitrator, by the two

Neither party shall appoint its serving employee as arbitrator.

If any of the Arbitrators so appointed dies, resigns, becomes incapacitated or withdraws for any reason from the proceedings, it shall be lawful for the concerned party / arbitrators to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor had left it both parties consent for the same; otherwise he shall proceed de novo.

Parties agree that neither party shall be entitled for any pre-reference or pendent elite interest on its claims. Parties agree that any claim for such interest made by any party shall be avoid

Unless otherwise decided by the parties, Fast Track procedure as prescribed in Section 29 B of the Arbitration Conciliation Act, 1996 for resolution of all disputes shall be followed, where the claim amount is up to Rs. 5 Crores.

### **Fast Track Procedure –**

Notwithstanding anything contained in this ACT, the parties to an arbitration agreement, may, at any stage either before or at the time of appointment of the arbitral tribunal, agree in writing to have their dispute resolved by fast track procedure specified in Sub Section (3) of Arbitration Conciliation Act, 1996.

The parties to the arbitration agreement, while agreeing for resolution of dispute by fast track Procedure, may agree that the arbitral tribunal shall consist of a sole arbitrator who shall be chosen by the parties.

The arbitral tribunal shall follow the following procedure while conducting arbitration proceedings Under Sub-section (1):-

- (a) The arbitral tribunal shall decide the dispute on the basis of written pleadings, documents and submissions filed by the parties without oral hearing;
- (b) The arbitral tribunal shall have power to call for any further information or clarification from the parties in addition to the pleadings and documents filed by them;
- (c) An oral hearing may be held only, if all the parties make a request or if the arbitral tribunal considers it necessary to have oral hearing for clarifying certain issues;
- (d) The arbitral tribunal may dispense with any technical formalities, if an oral hearing is held, and adopt such procedure as deemed appropriate for expeditious disposal of the case.

The award under this section shall be made within a period of six months from the date the arbitral tribunal enters upon the reference.

If the award is not made within the period specified in sub-section (4), the provisions of sub-Sections (3) To (9) of section 29A of Arbitration Act 1996 shall apply to the proceedings.

The fees payable to the arbitrator and the manner of payment of the fees shall be such as may be agreed between the arbitrator and the parties.

The arbitral tribunal shall make and publish the award within time stipulated as under:

<b>Amount of Claims and Counter Claims</b>	<b>Period for making and publishing of the award (counted from the date the arbitral tribunal enters upon the reference)</b>
Up to Rs 5 Crores	Within 6 months (Fast Track procedure)
Above Rs.5 Crores	Within 12 months

However, the above time limit can be extended by the Arbitrator for reasons to be recorded in writing with the consent of parties and in terms of provisions of the Act.

In case arbitral tribunal of 3 arbitrators, each party shall be responsible to make arrangements for the travel and stay, etc. of the arbitrator appointed by it. Claimant shall also be responsible for making arrangements for travel / stay arrangements for the Presiding Arbitrator and the expenses incurred shall be shared equally by the parties. In case of sole arbitrator, BSNL shall make all necessary arrangements for his travel / stay and the expenses incurred shall be shared equally by the parties.

Tender for "Supply of Desktop computers at BRBRAITT, Jabalpur" No. MM-8/GeM/Desktop computers/2023-  
" The Arbitration proceeding shall be held at Jabalpur or Circle or SSA Headquarter (as the case may be).

Subject to the aforesaid conditions, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof shall apply to the arbitration proceedings under this Clause.

**SETOFF**

Any sum of money due and payable to the bidder (including performance guarantee refundable to him) under this contract may be appropriated by the purchaser and set off the same against any claim of the purchaser for payment of a sum of money arising out of this contract or under any other contract made by the bidder with the purchaser.

**COURT JURISDICTION**

Any dispute arising out of the tender/ bid document/ evaluation of bids/ issue of APO shall be subject to the jurisdiction of the competent court at **Jabalpur only**.

**PATENT RIGHTS:**

The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the services / IT tools/ study material or any part thereof.

**General Guidelines:**

The General guidelines as contained in General Financial Rules (GFR) as amended from time to time on works, procurement of goods and services and contract management respectively will also be referred to as guiding principles.

**14. COURT JURISDICTION**

Any dispute arising out of the tender/ bid document/ evaluation of bids/ issue of APO shall be subject to the jurisdiction of the competent court at **Jabalpur only**.

### UNDERTAKING & DECLARATION

**- For understanding the terms & condition of Tender & Spec. of work**

**a) Certified that:**

1. I/ We ..... have read, understood and agree with all the terms and conditions, specifications included in the tender documents & offer to execute the work at the rates quoted by us in the tender form.
1. If I/ We fail to enter into the agreement & commence the work in time, the EMD/Performance guarantee deposited by us will stand forfeited to the BRBRAITT, BSNL.
2. I/ We are not black listed by GST authorities/Any Govt./PSU authorities

**b) The tenderer hereby covenants and declares that:**

1. All the information, Documents, Photo copies of the Documents/ Certificates enclosed along with the Tender offer are correct.
2. If anything is found false and/or incorrect and/or reveals any suppression of fact at any time, BSNL reserves the right to reject our tender offer/ cancel the LOA/ Purchase/ work order if issued and forfeit the EMD/ Performance guarantee/ Bill amount pending with BSNL. In addition, BSNL may debar the contractor from participation in its future tenders.

Date: .....

Signature of Tenderer

Place: .....

Name of Tenderer .....

Along with date & Seal

**6 (B) – NEAR-RELATIONSHIP CERTIFICATE:**

(Format of the Certificate)

"I Undersigned (Vendor name)

.....S/o.....

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

Date: .....

Place: .....

Signature of the tenderer  
With date and seal

**Certificate to be submitted by Bidders**

**Reference 1 : BSNL Tender Enquiry No.....issued on  
.....**

**Reference 2: Department of Expenditure Office Memorandums(OMs) No. 6/18/2019-PPD dated 23<sup>rd</sup> July 2020 and  
its Clarification dated 24/07/2020.**

I, in capacity of authorized signatory of M/s.....(---Name of the company--) having Regd. office at.....being a participant bidder in BSNL T.E cited at reference 1 above, do hereby declare that I have read and understood all the clauses regarding Restrictions under Rule 144(xi) of the General Financial Rules (GFRs) 2017 on grounds of Defense of India and National Security issued vide OM cited at reference 2 above, on procurement from bidders from a country or countries which shares a land border with India. It is declared that we fulfil all the requirements in this regard and are eligible to be considered for the Tender Enquiry under reference 1 above.

Further, we undertake that we will also abide by all the requirements of cited OMs during the entire contract period.

(Name of the authorized signatory)

Signature

Designation in Company

Seal / Stamp of Company

Counter signed by Company Secretary of the Company with seal / stamp

**FORM-1**

**Format for Self declaration regarding Local Content (LC) for Telecom Product, Services or Works**

Date:

.....S/o, D/o, W/o ....., Resident of  
..... do hereby solemnly affirm and declare as under.

That I agree to abide by the terms and conditions of Department of Telecommunications, Government of India issued vide Notification No. .... dated .....

That the information furnished hereinafter is correct to best of my knowledge and belief and I undertake to produce relevant records before the procuring entity or any other authority so nominated by the department of Telecommunications, Government of India for the purpose of assessing the LC.

That the LC for all inputs which constitute the said Telecom Product/Services/Works has been verified by me and I am responsible for correctness of the claims made therein.

That in the event of the LC of the Telecom Product/Services/Works mentioned herein is found to be incorrect and not meeting the prescribed LC norms, based on the assessment of an authority so nominated by the Department of Telecommunications, Government of India and I will be liable as under clause 9 (f) **of Public Procurement (Preference to Make in India) Order 2017.**

I agree to maintain all information regarding my claim for LC in the Company's record for a period of 2 years and shall make this available for verification to any statutory authorities.

- i. Name and details of the Local supplier (Registered Office, Manufacturing unit location, nature of legal entity)
- ii. Date on which this certificate is issued.
- iii. Telecom Product/Services/Works for which the certificate is produced.
- iv. Procuring agency to whom the certificate is furnished.
- v. Percentage of LC claimed.
- vi. Name and contact details of the unit of the manufacturer.
- vii. Sale price of the product.
- viii. Ex-Factory Price of the product.
- ix. Freight, insurance and handling
- x. Total Bill of Material.
- xi. List and total cost value of inputs used for manufacture of the Telecom Product/Services/Works.
- xii. List and total cost of inputs which are locally sourced. Please attach LC certificate from local suppliers, if the input is not in-house.
- xiii. List and cost of inputs which are imported, directly or indirectly.

**For and on behalf of** \_\_\_\_\_ **(Name of Firm/Entity)**

Authorized signatory (To be duly authorized by the Board of Directors)

**<Insert Name, Designation and Contact No. and date>**



Tender for "Supply of Desktop computers at BRBRAITT, Jabalpur"  
"

**DRAFT OF BOQ**

**Price Schedule**

(This should be submitted electronically(online) in a separate financial envelop ).

FOR Supply of Desktop computers at BRBRAITT, Jabalpur:-

**Table A.**

Sl. No.	Item Description	Quantity	Units	BASIC RATE per unit in figures to be entered by the Bidder (Rate including all Expenses including GST ) Rs. P	TOTAL AMOUNT Including GST in Rs. P	TOTAL AMOUNT In Words
1	2	3	4	5	6	7
1	Supply of Desktop computers at BRBRAITT, Jabalpur					
1.01	Supply of Desktop computers at BRBRAITT, Jabalpur Total Quantity 8 No.	8	No.		Amount	INR .....Only
Total in Figures					Amount	INR .....Only
Quoted Rate in Words	INR ..... Only					

**Note:** 1. Payment shall be restricted to the quantity of desktop computer supplied.

2.Quoted Rates shall be inclusive of all expenses including GST

BIDDERS SIGNATURE WITH OFFICIAL SEAL