



BHARAT SANCHAR NIGAM LIMITED
(A GOVT. OF INDIA ENTERPRISE)
OFFICE OF THE
General Manager Telecom District Nashik
Nashik- 422 002.

TENDER FOR
'PRINTING OF TELEPHONE /MOBILE/CDMA BILLS, IN NASHIK SSA
of BSNL'

TENDER (BID) DOCUMENT

NIT No.: MM/Bill Printing/2013-14/9

Dated at Nashik 06/09 /2013.

(To be opened on 27/09/2013)

Visit us at <http://www.maharashtra.bsnl.co.in>

[Tenderer is requested to intimate the e-mail address and/or phone number if any after down-loading the Tender document to either AGM(MM) [Ph. No. 0253-2314100] or SDE(Tender) [Ph. No. 0253-2580400], Office of the GMTD BSNL, Nashik-422 002 so as to intimate future corrigendum in the tender document if any and to impart education regarding filling-up of the tender to avoid inconvenience.]

The tender may be sent by Speed Post or Registered Post of Govt. of India or Private Courier Service. The tender box is kept in Chamber of AGM(MM) Section, Office of the GMTD, BSNL, Nashik, 'Sanchar Bhavan', Sir Vishweshwaraiyya Marg, Nashik-422002 from 06/09/2013 to 27/09/2013 up to 14:30 Hrs.

EMD Rs 50,800/-

Cost of Tender Form: Rs 525/-

ISSUED TO.....

NAME OF THE BANK & DEMAND DRAFT NO.

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SECTION-I

BHARAT SANCHAR NIGAM LIMITED

(A Govt. of India Enterprise)

O/o G.M. Telecom. District, Nashik

NOTICE INVITING TENDER

Tender No. MM/ Bill Printing /2013-14/9

Dated at Nashik, the 06.09.2013

Properly sealed (packing pvc tape/sealing wax) tenders in prescribed proforma are invited on behalf of the GMTD District BSNL, Nashik from Printers for printing of Telephone / Mobile /CDMA bills, in Nashik SSA.

Printing of Telephone / Mobile /CDMA bills, in Nashik SSA.

1. Estimated cost of work..... Rs. 25,40,000/-
2. Earnest Money Deposit..... Rs. 50,800/- (Rs Fifty Thousand Eight Hundred only)
3. Cost of the Tender Document..... Rs. 525/- [500 (+) 5 % VAT (Non-refundable)]
4. Time and last date of issue of bid document..... **From 06/09/2012 to 26 /09/2013**
(Between 11 am to 04 p.m. on all working days)
5. Time and last date of submission of bid..... **27 / 09/2013 till 14.30 hrs.**
6. Time and Date of Opening of tender (**Technical bid**)... **27/ 09/2013 at 15.00 hrs.**

The bidder shall furnish, as part of his bid, documents establishing the bidder's eligibility for financial, commercial & technical capability, the following documents or whichever is required as per terms and conditions of Bid Document and all these documents needs to be signed/ self attested by bidder or attested by notary public/ special executive magistrate.

7. Eligibility Conditions for the Bidders.

- i) The prospective bidders should be a Registered Company /firm with necessary infrastructure.
- ii) Bidder shall submit details of the machines such as type, capacity, year of installation, whether owned or on leased etc.
- iii) The details of the quality job (Also mention quantum of the job) handled so far may be listed along with purchase order/invoice copies.
- iv) Minimum experience is required for Printing of ONE LAC-print images per month for same work in any of units of BSNL / MTNL / Private Telecom Network for **TWO YEARS** in any of the two years of the last 03 financial years & Current financial year i.e. 2010-11, 2011-12, 2012-13 & 2013-14 and Experience Certificate should be issued not below the rank of Assistant General Manager/Senior Manager Equivalent to DE/CAO rank of BSNL.
- v) The Average Annual Turn Over during last Three Years, ending 31st March of the previous financial year, should be at least Rs 7,62,000/- (Rs. Seven Lacs and Sixty Two Thousand only) [i.e. during 01.04.2010 to 31.03.2013] is required. Trading, Profit & loss A/c statement for the year 2011-12 or 2012-13 duly certified by Chartered Accountant may be submitted.
- vi) EMD/ Bid Security as given in NIT in form of DD of Nationalized / Scheduled Bank for specified amount OR in the form of Bank Guarantee issued by Nationalized /Scheduled Bank in the given format
- vii) Tender document duly filled in & signed on each page.
- viii) Power of attorney in original (if applicable).
- ix) Attested copy of document of registration of the firm / Company.
- x) Attested copy of partnership deed (if applicable).
- xi) Declaration regarding 'Near Relatives' / 'Black Listing' & Tampering as per Section - VIII-A, B & C.
- xii) Tenderer's Profile duly filled & signed as per Section-II.
- xiii) Attested copy of Income-Tax Return submitted for the financial year 2011-12. [Assessment Year 12-13]
- xiv) Attested copy of Service Tax Registration Certificate
- xv) Technical Details of printing system solution offered.
- xvi) Self attested copy of PAN Card.
- xvii) Attested copy of Memorandum and Articles of Association in respect of Company (if applicable)
- xviii) Attested copy of EPF Registration Certificate,
- xix) Attested copy of Sales tax Registration Certificate.
- xx) Attested copy of Professional Tax Registration Certificate.
- xxi) A sample for Printing of Bill.

- xxii) An attested copy of current valid Registration Certificate from NSIC/DG S & D (if applicable)
xxiii) Cost of Tender Document, in case same is downloaded.
xxix) Attested copy of Bank Solvency Certificate of Rs10,16,000/- (Rs Ten Lacs and sixteen thousand only) from Nationalized/Scheduled Bank. The solvency certificate shall not be older than one year from the date of issue of NIT.

8. If the eligibility condition as above and as per Clause no.4.3, Section IV of this tender documents is not met and/or documents prescribed to establish the eligibility as per above Clause 7 and as per Clause 4.3, Section IV are not enclosed, the bids will be rejected without further evaluation.

9. The bids that are not submitted as per Clause No.13, of Section IV of this Tender Document will be summarily rejected.

10. EMD/Bid Security: - Above mentioned sum to be paid by cash at Cash Counter, Sanchar Parisar, Canada Corner, Nashik between **11:00 Hrs. to 15:00 Hrs.** on all working days up to **27-09-2013**. An original ACG- 67 receipt obtained should be enclosed with tender Or Crossed Demand Draft/ Banker Cheque from Nationalized/ Scheduled Bank in the name of **"A.O. (Cash), BSNL, Nashik", payable at Nashik** OR in the form of B/G issued by Nationalized /Scheduled Bank **in the given format at Section-XI** (subjected to verification from issuing Bank before awarding work) should be enclosed with the tender offer. (Small Scale Industries registered with NSIC/DG S&D, are exempted from payment of EMD).

11. Sale of Tender Document: - Tender document shall be had from SDE (Tender), Sanchar Bhavan, Sir Vishweshwaraiya Marg, Nashik-2, between 11.00Hrs to 16:00 Hrs on all working days From **06/09/ 2013 to 26/09/2013** by applying with payment of cost of Bid Document of **Rs. 525/- (Non -refundable)** at the cash counter, Sanchar Parisar, Canda Corner, Nashik-422 002. (Small Scale Industries registered with NSIC/DG S&D, are exempted from payment of cost of bid document).

12. Submission of Tender:- Tender should be dropped on or before **27/09/2013 upto 14.30 hrs** in the Tender box kept in the chamber of A.G.M.(MM) O/o GMTD Nashik, Sanchar-Bhavan, Nashik Or by Regd. Post /Speed Post/ Courier before due date and time specified. BSNL Nashik will not be responsible for any postal / courier delay.

13. Opening of Tender:- Tender shall be opened at the date & time mentioned above by AGM (MM.) O/o GMTD, Sanchar- Bhavan, Sir Vishweshwaraiya Marg, Nashik, in the presence of intending Tenderers. The bid document is also available on our website www.maharashtra.bsnl.co.in. The bidders may also download the document & submit the same with cost of tender document as specified herein by DD from Nationalized/ Scheduled Bank issued in favour of A.O. (Cash) BSNL Nashik payable at Nashik within specified time as mentioned herein. The downloaded tender documents without DD will be rejected summarily.

The right to accept the whole or part thereof or to reject any tender without assigning any reason whatsoever is reserved by the GMTD, BSNL, Nashik. Tender document will not be issued BY POST.

Please contact: www.maharashtra.bsnl.co.in

s/d
AGM (MM),
O/o GMTD Nashik-2

SECTION II

TENDERER'S PROFILE

Self attested
Passport size
photograph of
the tenderer/
authorised
signatory
holding power
of attorney

General:

1. Name of the Bidder/ firm
2. Name of the person submitting the Bid whose photograph is affixed Shri/Smt.

(Bid shall be signed by the bidder or a person or persons duly "authorized to bind the bidder to the contract. The letter of authorization shall be indicated by written power-of-attorney accompanying the bid. Tenderer will submit the attested copy of the PAN card / Election Commission I-Card / Passport of the proprietor or the authorized signatory in case of proprietor/ partner/ director is not signing the tender document. The tender is liable to be rejected if the signature and photograph do not match with the photograph affixed and the signature made in the tender documents. In case PAN card is not attached, copy of Income Tax Return should be submitted. Photograph and Signature of the authorized signatory should be duly attested by the proprietor or the partner/ Director.)

3. Address of the firm
.....
.....
.....
4. Tel no. with STD code (O)..... (F.A.X.).....(R).....
Mobile No.....

5. Registration & incorporation particulars of the firm:

- i) Proprietorship
- ii) Partnership
- iii) Private Limited
- iv) Public Limited

(Please attach attested copies of documents of registration/ incorporation of your firm with the competent authority as required by business law)

6. Name of Proprietor/Partners/Directors.....
.....
.....
.....

7. Tenderer's experience certificate details (if any) -

S. No.	Name of the department/ company, which has issued certificate	Name & Designation of certificate issuing authority	Telephone number of certificate issuing authority	Amount in Rs. as per certificate

(An attested copy of the Experience Certificate may please be enclosed)

- 8 Bidder's bank, its address and his current account number
-
- 9 Permanent Income Tax No., Income Tax Circle
- (Please attach a copy of last income tax return)**
- 10 Service Tax registration no.
- 11 EPF Registration No.....
- 12 P- TAX Registration No.....
- 13 VAT/ TIN Registration No.....
- 14 Sales Tax Registration No.....

15 Infrastructure capabilities:

- i. Capacity of printing prints images per day (in Lacs).....
- ii. Capacity of printing prints images per month (in Lacs).....
- iii. Brief description of work carried out by the firm in last.....
Two years with name of clients, nature & value of work.....
done for each. Please enclose copies of the purchase.....
orders. (Pl. attach extra sheet if necessary).....
- iv. Details of the jobs executed (if any) for BSNL/MTNL/.....
Private Telecom Operator. Attach copies of purchase.....
order.
- v. Particulars of vehicles available with the Bidder

Type of Vehicle(s)	Registration number
.....
.....
.....

- vi. Particulars of machines possessed by the contractor which is used for printing and Address where
the machinery is located.....
.....
.....

16 Details of Technical and supervisory Staff:

.....
.....

I/We hereby declare that the information furnished above is true and correct.

Place:
Date:

Signature of Bidder/Authorized signatory.....
Name of the Bidder.....

Seal of the Bidder

SECTION-III

BID-FORM

To,

**GMTD Nashik,
BSNL, Nashik.
Nashik- 422 002.**

From:- _____

Address of Bidder:- _____

Bidder's Reference No:- _____ Dated _____

Ref:- NIT No.MM/Bill Printing/2013-14/9 Dated at Nashik, the 06 /09 /2013

1. Having examined the above mentioned tender enquiry documents , conditions of contract and specifications including amendment/ clarification/ addenda Nos..... datedthe receipt of which is hereby duly acknowledged, I/we, undersigned, offer to execute the work 'Printing of Telephone/ Mobile/ CDMA bills in Nashik SSA' of BSNL as per the standards and/or as per the instructions of GMTD Nashik, BSNL, Nashik in conformity with said drawings, conditions of contract and specifications as may be ascertained in accordance with the schedule of requirement and for the sum shown in the schedule of prices attached herewith and made part of this BID.
2. I/we undertake, if my/our Bid is accepted, I/we will execute the work in accordance with specifications, time limits and terms and conditions stipulated in the tender document.
3. If my/our Bid is accepted, I/we shall submit the securities as per the conditions mentioned in the contract.
4. I/we agree to abide by this Bid for a period of 210 days from the date fixed for Bid opening (Qualifying Bid) or for subsequently extended period, if any, agreed to by us. This bid shall remain binding upon us up to the aforesaid period and may be accepted at any time before the expiry of that period.
5. Until a formal Agreement is prepared and executed, this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.
6. If our Bid is accepted, i/we will provide you with a performance guarantee from a Scheduled Bank for a sum @ 10% of the contract value for the due performance of the contract.
7. Bid submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.
8. I/we understand that you are not bound to accept the lowest or any bid, you may receive.

Dated this.....day of.....(the year)

Signature of Authorized Signatory.....
 Name of authorized signatory.....
 In capacity of
 Duly authorized to sign the bid for and on behalf of

SECTION-IV Instructions to the bidders

1. Definitions:

- a) **"The purchaser"** means the BSNL, GMTD, BSNL Nashik SSA.
- b) **"The bidder"** means the individual or firm who participates in this tender and submits its bid.
- c) **"The supplier"** means the individual or firm – Printing of Telephone/Mobile/CDMA bills.
- d) **"SBO "** means Service Bureau Organization i.e. Vendor or Supplier .
- e) The Printing of Telephone /Mobile bill including CDMA bills which the supplier is required to provide to the purchaser under the contract.
- f) 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.
- g) **"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.
- h) **"The contract Price"** means the price payable to the supplier under the purchase order for the full & proper compliance of his contractual obligations.
- i) Any notice, order or other communication sought to be served on the supplier with reference to the contract shall, without prejudice to any other mode of service, be deemed to have been served if delivered by hand or sent by registered post to the office of supplier at site or to the suppliers head office, while any notice or order or communication by the tenderer to be served on BSNL with reference to contract shall be validly served, if delivered by hand or through registered post to the office of Chief Accounts Officer (TR), % GMTD, BSNL, Sanchar Parisar, Canada Corner, Nashik – 422 002.
- j) BSNL means : Bharat Sanchar Nigam Limited under the Ministry of Communications.
- k) The CGMT means Chief General Manager Telecom. Maharashtra Circle.
 - (i) **Postal Address:** - O/o CGMT, MH Circle, 6th Floor, 'A' Wing, Administrative Building, Juhu Road, Santacruz (W), Mumbai-400 054.
 - (ii) Telephone No. : - 022-26616999. (iii) F.A.X. No. 022-26616777.
- l) **The SSA Head means General Manager Telecom. District, BSNL Nashik** and his successors.
 - (i) **Postal Address:** -O/o G.M. Telecom. District, BSNL, 'Sanchar Bhavan', Sir Vishweshwaraiya Marg, Nashik -422 002.
 - (ii) Telephone No. -0253-2578845. (iii) F.A.X. No. 0253-2575888.
- m) Addl.GM (Vig.) means:-Additional General Manager (Vigilance) Mumbai.
 - (i) **Postal Address:** - O/o CGMT, MH Circle, 6th Floor, Vigilance Section, 'A' Wing, Administrative Building, Juhu Road, Santacruz (W), Mumbai-400 054.
 - (ii) Telephone No. : - 022-26616715. (iii) F.A.X. No. 022-26615774.
- n) The D.E. (Vig.) means Divisional Engineer (Vigilance) Nashik.
 - (i) **Postal Address:** -O/o G.M.Telecom.District,2nd Floor,'Sanchar Bhavan', Sir Vishweshwaraiya Marg Nashik-2
 - (ii)Telephone No. - 0253-2312600. (iii) F.A.x. No. -0253 - 2573100.
- o) Contract : means the documents forming the tender and acceptance thereof and the formal agreement executed between the Competent Authority on behalf of BSNL & the contractor.

2. Eligibility Conditions for the Bidders

- i) The prospective bidders should be a Registered Company /firm with necessary infrastructure to print and supply the printed material.
- ii) Bidder shall submit details of the machines such as type, capacity, year of installation, whether owned or on leased etc.
- iii) The details of the quality job (Also mention quantum of the job) handled so far may be listed along with purchase order/invoice copies.
- iv) Minimum experience is required for Printing of ONE LAC-print images per month for same work in any of units of BSNL / MTNL / Private Telecom Network for **TWO YEARS** in any of the two years of the last 03 financial years & Current financial year i.e. 2010-11, 2011-12,2012-13 & 2013-14 and Experience Certificate should be issued not below the rank of Assistant General Manager/Senior Manager Equivalent to DE/CAO rank of BSNL.
- v) **The Average Annual Turn Over** during last Three Years, ending 31st March of the previous financial year, should be at least Rs 7,62,000/-(Rs. Seven Lacs and Sixty Two Thousand only) [i.e. during 01.04.2010 to 31.03.2013] is required. Trading, Profit & loss A/c statement for the year 2011-12 or 2012-13 duly certified by Chartered Accountant may be submitted.

3. Expenditure on Tendering: The bidder shall bear all the costs associated with the preparation and submission of the bid. The purchaser, will in no case, be responsible or liable for any costs, regardless of the conduct or outcome of the bidding process.

4. Tender documents:

4.1 The bidding procedure, terms & conditions of the contract & the printing of Telephone/Mobile bill including CDMA bills proposed to be purchased are described in the tender documents, which comprise the following:

Sl. No.	Item	Section No.	Page No.
1	Tender Notice	Section -I	3-4
2	Tenderer's Profile	Section-II	5-6
3	Bid Form	Section-III	7
4	Instructions to the Bidders	Section-IV	8-19
5	General Conditions of the contract	Section-V	20-21
6	Special Conditions of the contract	Section-VI	22-23
7	Schedule of Requirement & Specification	Section-VII	24
8	A] Declaration regarding Near Relatives	Section-VIII	25
	B] Certificate for Down Loading the Document from Website		25
	C] Declaration for EPF & Misc Provision Act 1952		26
	D] Declaration regarding Black Listing		26
	E] Mandate Form (Details Of The Bidder's Bank For Effecting E-Payments)		27
9	Technical Specification /Requirements	Section-IX	28-30
10	Performance Security Bond	Section-X	31-32
11	Bid Security Form	Section-XI	33-34
12	Proforma of Agreement	Section-XII	35-36
13	Price Schedule (Proforma for quoting prices)	Section-XIII	37

4.2 The bidder shall examine all Section, instructions, terms & conditions and specifications in the tender documents. The failure to furnish all information, required as per the tender documents or submission of bids not substantially responsive to the tender document shall be at the bidders own risk & liable for summarily rejection.

4.3. Documents to be submitted & placed in the following order in Technical Bid.

- i. EMD/ Bid Security as given in NIT in form of DD of Nationalized / Scheduled Bank for specified amount OR in the form of Bank Guarantee issued by Nationalised /Scheduled Bank in the given format
- ii. Tender document duly filled in & signed on each page.
- iii. Power of attorney in original (if applicable).
- iv. Minimum experience is required for Printing of ONE LAC-print images per month for same work in any of units of BSNL / MTNL / Private Telecom Network for **TWO YEARS** in any of the two years of the last 03 financial years & Current financial year i.e. 2010-11, 2011-12, 2012-13 & 2013-14 and Experience Certificate should be issued not below the rank of Assistant General Manager/Senior Manager Equivalent to DE/CAO rank of BSNL.
- v. **The Average Annual Turn Over** during last Three Years, ending 31st March of the previous financial year, should be at least Rs 7,62,000/-(Rs. Seven Lacs and Sixty Two Thousand only) [i.e. during 01.04.2010 to 31.03.2013] is required. Trading, Profit & loss A/c statement for the year 2011-12 or 2012-13 duly certified by Chartered Accountant may be submitted.
- vi. Attested copy of document of registration of the firm / Company.
- vii. Attested copy of partnership deed (if applicable).
- viii. Declaration regarding 'Near Relatives' / 'Black Listing' & Tampering as per Section - VIII-A, B & C.
- ix. Tenderer's Profile duly filled & signed as per Section-II.
- x. Attested copy of Income-Tax Return submitted for the financial year 2011-12. [Assessment Year 12-13]
- xi. Attested copy of Service Tax Registration Certificate
- xii. Technical Details of printing system solution offered.
- xiii. Self attested copy of PAN Card.
- xiv. Attested copy of Memorandum and Articles of Association in respect of Company (if applicable)
- xv. Attested copy of EPF Registration Certificate.
- xvi. Attested copy of Sales tax Registration Certificate.
- xvii. Attested copy of Professional Tax Registration Certificate.
- xviii. A sample for Printing of Bill.
- xix. An attested copy of current valid Registration Certificate from NSIC/DG S & D (if applicable)

- xx. Cost of Tender Document, in case it is downloaded.
- xxi. **Attested copy of Bank Solvency Certificate** of Rs10,16,000/- (Rs Ten Lacs and sixteen thousand only) from Nationalized/Scheduled Bank. The solvency certificate shall not be older than one year from the date of issue of NIT.

5. Clarification of Tender Documents:

- 5.1 A Prospective bidder, requiring any clarification on the Bid Documents shall notify the Purchaser in writing or by FAX at the Purchaser's mailing address indicated in the invitation of Bid. The Purchaser shall respond in writing to any request for the clarification of the Bid Documents, which it receives **not later than 7 days prior to the date of opening of the Tenders**. Copies of the query (without identifying the source) and clarifications by Purchaser shall be sent to all prospective bidders who have received bid documents.
- 5.2 Any clarification issued by BSNL, Nashik SSA in response to query raised by prospective bidders shall form an integral part of bid document and it may amount to an amendment of relevant clauses of the bid documents.

6. Amendment to the bid documents:

- 6.1 Any clarification issued by BSNL Nashik SSA, in response to the query either raised by prospective bidder or otherwise, shall form an integral part of the tender and it shall amount to amendment of relevant clause in the tender document. **These modifications / amendments shall be binding on all the prospective bidders.**
- 6.2 To allow the prospective bidders reasonable time for preparing the bids after taking into account the modifications, the purchaser, at its discretion, may extend the date for submission of the bids.
- 6.3 In case of Tender Document downloaded from the official website of the BSNL, the Tenderer should submit the required cost of bid document as prescribed in the form of DD along-with tender and if any discrepancy found in the Tender Document submitted by the Tenderer, the Tender up-loaded by the BSNL will be treated as valid and any change found in the Tender document submitted by the Tenderer at any stage will be treated as fraud done to the BSNL and will be liable for cancellation of agreement done [if any] and appropriate action will be taken against the Tenderer.
- 6.4 The bidder will verify the genuineness and correctness of all documents and certificates, including experience/performance certificates, issued either by the bidder or any other firm / associate before submitting them in the bid. The onus of proving genuineness of the submitted documents would rest with the bidder.
- 6.5 As per requirement of the tender's conditions, if any document / paper / certificate submitted by the participant bidder is found to be false / fabricated / tempered / manipulated at any stage during bid evaluation or award of contract, then the bid security (Performance SD/BG) of the bidder would be forfeited and the bidder would be disqualified from the tender. Action would also be taken for banning of business dealing with the defaulting firm. In case contract has already awarded to the bidder, then PBG would be forfeited and the contract would be rescind / annulled and BSNL would be at liberty to procure the services from any other source at the risk and cost of the defaulting bidder. Action would also be taken for banning business dealing with the defaulting firm.

7. Bid Prices:

- 7.1 The bidder shall give the unit prices, total bid prices & other prices of the printing of Telephone Mobile/ CDMA bills, it proposes to provide under the contract as per the price schedule included in the tender documents.
The price of printing of Telephone /Mobile/CDMA bills shall be quoted in the price schedule, for delivery of said forms at the place mentioned in the delivery schedule inclusive of all levies and taxes, excise duty, insurance, freight, packing and delivery & any other charges, and exclusive of service tax + Education cess & octroi. Service Tax + Education Cess & Octroi will be payable by the purchaser, if due or payable under Service Tax Rules on actual basis.
- 7.2 The prices quoted by the bidder shall remain firm during the entire period of the contract including extended period & shall not be subject to variation on any account. The bid submitted with variable prices (unless asked by BSNL Nashik SSA) shall be rejected as a non-responsive bid.
- 7.3 The unit prices shall be quoted with sufficient details to enable the purchaser arrive at total prices of the equipment/services offered.
- 7.4 The rates quoted by the tenderer must be reasonable & logical. The tender can be rejected on the basis of unreasonable & illogical rates.
- 7.5 Prices charged by the supplier for goods delivered and services performed under the contract shall not be higher than the prices quoted by the supplier in his bid.

- 7.6 a) Prices will be fixed at the time of issue of purchase order as per taxes and statutory duties applicable at that time.
b) In case of reduction of taxes and other statutory duties during the period of contract, purchaser shall take the benefit of decrease in these taxes/duties for the supplies made from the date of enactment of revised duties / taxes.
- 7.7 Any increase in taxes and others statutory duties / levies after the expiry of scheduled delivery date shall be to the supplier account. However, benefit of any decrease in these taxes/duties shall be passed on to the purchaser by the supplier.
- 7.8 The price once fixed will remain valid during the period of contract including period of extension.

8. Bid Security (EMD)

- 8.1 The bidder shall furnish, as part of his bid, bid security (EMD) for amounts as given in clause 2 of Section-I.
- 8.2 The security (EMD) is required to protect the Purchaser's interests against the risk of bidder's conduct, which would warrant forfeiture of the bid security.
- 8.3 **Earnest Money Deposit** (Bid Security): EMD of Rs. 50,800/- (Rs. Fifty Thousand and Eight Hundred only) as mentioned in NIT/Section-I in the form of A/C payee Demand draft/ Banker Cheque drawn in favor of the **Accounts Officer (Cash), BSNL Nashik** and payable at Nashik from any nationalized/scheduled bank or Bank Guarantee in prescribed format available at Section-XI, of tender document from nationalized/scheduled bank for a validity period of 240 days from the date of opening of tender, should be enclosed to the bid. The Earnest Money shall be discharged upon the bidder after furnishing the Performance Bank Guarantee of a Nationalized /Scheduled Bank.
- 8.4 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.
- 8.5 The amount deposited as bid security shall carry no interest during the entire period it remains with BSNL Nashik SSA.
- 8.6 The bid security of the unsuccessful bidders(s) shall be refunded as promptly as possible after the expiry of period of validity prescribed by the purchaser in the clause 9.1 or 30 days after the placement of purchase order. The bid security of the successful bidder(s) will compulsorily be converted into part of Performance Security Deposit, upon the bidder's acceptance of the LOI and he has to furnish the remaining part of performance Security Deposit by cash/ DD/ BG, so that the total security deposit will be 10% of the contract value. However, if Bid Security is paid in the form of B/G, it will be returned to bidder on submission of Fresh Bank-Guarantee /DD/Cash Receipt for an amt. of 10% of contract value.
- 8.7 Small Scale Units registered with NSIC/DGS&D, under single point registration scheme are exempted from payment of EMD up to an amount equal to their monetary limit, provided current & valid Registration Certificate from the Competent Authority, is attached with the Tender Document. Any other condition/obligation of NSIC /D G S & D will not be entertained.
- 8.8 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).
c) If the information /documents submitted by the bidder found false.
d) If it is observed that the down loaded Tender Document is modified by the bidder & submitted as his tender offer.
- 8.9 A bid not secured in accordance to Para 8.1 and 8.3 shall be summarily rejected as a non-responsive bid.

9. Period of validity of bids:

- 9.1 The bid shall remain valid for **210 days** after the date of opening of bid(s); a bid valid for a shorter period shall be rejected as a non-responsive bid.
- 9.2 In exceptional circumstances, the Purchaser may seek the bidder's consent for extension of the period of validity of bids. The request & the responses thereto shall be made in writing. The bid security provided, as per clause 8 shall be suitably extended. A bidder shall however, has the right to refuse for an extension without any risk to his bid security. A bidder conceding to the request for extension of time shall, however, not be permitted to modify his bid.

10 Signing of Bid:

- 10.1 Tenderer will be required to produce attested copy of certificate of registration issued by registrar of firm.
- 10.2 Individuals signing the bid or the other connected with the contract shall indicate their full name below their signatures.

- 10.3 A person to whom **Power of Attorney** is given signing the bid form or any documents forming the part of the contract on behalf of another person shall be deemed to be having authority to sign the documents. If however, found to be otherwise the BSNL Nashik SSA may, without prejudice to other civil & criminal remedies, cancel the contract at the risk & cost of such person & hold him liable for all costs & damages arising from the cancellation of the contract including any loss which the BSNL Nashik SSA may suffer on account of execution of contract/intended contract.
- 10.4 The **Power of Attorney** be executed by a person who has been authorized by the Board of Directors of the bidder in this regard on behalf of the Company / Institution/Body corporate.
- 10.5 In case of the bidder being a firm, the said **Power of Attorney** should be executed by all the partner(s) in favour of the said Attorney.
- 10.6 All pages of original bid shall be signed by the person or the persons signing the bid.
- 10.7 The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the bidder in which case such corrections are to be made, the entry should be clearly scored out by a single line and encircled and fresh entry should be made. All such corrections should be authenticated under the full signature of the person signing the tender. Any tender, which does not comply with this requirement, shall be rejected. All conditional or incomplete tenders will be rejected.
- 10.8 The tender form should be filled legibly in blue ink in English only.
- 10.9 The Power of Attorney should be submitted and executed on the non-judicial stamp paper of appropriate value as prevailing in the concerned state(s) and the same be attested by a Notary Public or registered before Sub Registrar of the State (s) concerned.
- 10.10 The Power of Attorney be executed by a person who has been authorized by the Board of Directors of the bidder in this regard, on behalf of the Company / institution /Body corporate.
- 10.11 Attestation of the specimen signatures of such authorized signatory of the bid by the Company's/ firm's bankers shall be furnished. Name, designation, Phone number, mobile number, email address, and postal address of the authorized signatory shall be provided.

11 Sale of Bid Document:

The bid document can be purchased from the address given in the NIT or can be downloaded from the website given in the NIT. In case the bid document is downloaded, cost of the bid document in the form of DD is to be enclosed along with the bid at the time of submission.

12. FORMATS AND SIGNING OF BID:

- 12.1 The bidder shall prepare separate bids namely technical bid and financial bid.
- 12.2 All pages of the original bid should be bound properly. Documents (Bid document Income Tax Return etc.) stated in this bid document elsewhere shall appear first & then other documents like company's profile, literature, & drawings shall appear so that required documents can be seen easily at the time of evaluation.

13 Submission of Bid:

- 13.1 Bid for each tender should be submitted in three envelopes placed inside a main cover. These envelopes should contain the following;

No. of Envelope	Marking on Envelope	Contents of Envelope
First	Bid Security	BG/DD/ACG-67 Receipt for Bid security & Tender cost
Second	Technical Bid	Tender document except bid security, Tender cost & Financial Bid
Third	Financial Bid	Containing complete Financial Bid in prescribed Proforma

On all these envelopes the name of the firm and whether "Bid Security" OR "Technical" OR "Financial" bid must be clearly mentioned and should be properly sealed (with sealing wax/Packing PVC tape). These envelopes are to be placed inside an outer envelope and properly sealed (with sealing wax/Packing PVC tape). The tenders, which are not submitted in above, mentioned manner should be summarily rejected.

- 13.2 All Envelopes (3 inner & one outer) must bear the following;
Tender for 'Printing of Telephone / Mobile /CDMA bills, in Nashik SSA'

"NOT TO OPEN BEFORE (DUE DATE OF TENDER) "

(Tender No. MM/Bill Printing /2013-14/9 dated at Nashik, the 06/09/2013)

NOTE:- Bid not prepared and submitted as per above are liable for rejection.

- a) Bid shall be addressed to the purchaser by Designation at the following address:

"The AGM (MM), % GMTD,BSNL, Sanchar Bhavan, Sir Vishweshwaraiya Marg,Nashik-2."

- b) Out station tenders, if any, shall either be sent by registered Post or delivered in person. The responsibility for ensuring that the bids are dropped in Tender Box in time and at the correct address shall rest solely with the bidder(s). Bid received late due to postal delay shall not be considered.
- c) Bids delivered in person shall be dropped by that person in the tender box kept with **"The AGM (MM), % GMTD,BSNL, Sanchar Bhavan, Sir Vishweshwaraiya Marg, -422002"** 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.

In case bidder fails to honor his bid, in a stipulated time as given by BSNL, without furnishing sufficient grounds, which is convincing to the competent authority of BSNL, the later reserves to right to BLACK LIST a bidder for suitable period from participating in any bidding process initiated by BSNL.

14 Last date and time for submission of bids:

- 14.1 The last date and time for submission of the bid is given in the NIT.
- 14.2 The Purchaser may, at its discretion, extend the date & time for the submission of bids by amending the Bid documents in which case all rights & obligations of the Purchaser & bidders shall be subject to the extended date & time.
- 14.3 Any bid received after the specified date & time for submission of bids shall be rejected & returned unopened to the bidder(s).
- 14.4 If the date fixed for receiving and opening of Bids is declared as holiday by the BSNL the bids will be received and opened on next working day, with no change in the timing unless notified.
- 14.5 The BSNL shall not be responsible if the Bids are delivered elsewhere.

15. Modification and withdrawal of bids.

- 15.1 The bidder(s) may modify or withdraw his 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. BSNL Nashik will not be responsible for any Postal Delay.
- 15.2 The notice for modification or withdrawal shall be prepared, signed by the authorized signatory who has signed the bid, sealed, marked as **'Withdrawal of Bid'** & submitted in person to AGM (MM) Nashik. A notice for withdrawal may also be sent by FAX, but followed by signed confirmation copy. In such case, the Notice for withdrawal should reach to AGM (MM) not later than One Hour before the dead line for submission of bid.

16. Bid Opening:

- 16.1 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.
- 16.2 For any bidder, not more than two (2) persons shall be allowed to attend the bid opening.
- 16.3 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:

- IMPORTANT CONDITIONS [SUMMARY REJECTION CLAUSES]
- 17.1 While all the conditions specified in the bid document are critical and are to be complied, special attention of bidder invited to the following clauses of the bid document, non-compliance of any condition of which shall result in out-right rejection of the bid:-
- I] **Clause No. 13.1 of Section-IV** – The bids will be recorded/ returned un-opened, if covers are not sealed with sealing wax or packing PVC Tape in accordance with Clause No.13.1.
- II] **Clause No.8.9 of Section-IV**-The bids will be rejected at Opening Stage, if Bid Security is not submitted as per Clause Nos. 8.1 & 8.3.
- III] **Clause No.4.3 (ii) of Section-IV**- The bid will be rejected at Opening Stage, if complete Tender Document, in original, duly signed with seal on each page is not placed in Technical Bid Envelope.
- IV] **Clause No.6.3 of Section –IV** – If Bid found modified or tampered.
- V] If a Bid Document is downloaded from the web-site & not accompanied with DD of Price of Blank Tender Document as per NIT.

- 17.2 **One or more of the following reasons/omissions will render a Bid liable to summary rejection at the time of evaluation;-**
- A] **Correction and overwriting not signed by the Authorized Signatory.**
 - B] **Conditional Bid or Bid received with validity for a shorter period than prescribed in Clause No.9.**
 - C] **Bid in which rates have not been quoted in the manner specified in the Price Schedule i.e. Section-XIII (A)**
 - D] **Non-receipt of clarification in time.**
 - E] **Non-confirmation as per Tender Specification.**

18. Protective Clause:

The purchaser reserves the right to disqualify such bidders, who have not met the contractual obligations against earlier contracts entered into with purchaser or black listed by any Govt / Semi-Govt organisation.

19. Clarification of Bids:

19.1 To assist in the examination, evaluation and comparison of bids, the BSNL and/or Authority may, at its discretion ask the bidder for the clarification of its bids in respect of already submitted document(s)/declaration(s)/clarification(s) only along with tender document. The request for the clarification and the response shall be in writing within a stipulated period. In case of non-compliance to such queries, the bid will be out rightly rejected without entertaining further correspondence in this regard.

No additional document(s)/declaration(s)/clarification(s) will be asked /called/entertained post opening of bids.

19.2 However, no post bid clarification at the initiative of the bidder shall be entertained. Any intentional and/or unintentional attempt by the bidder to ask for clarification from the BSNL will result in summarily rejection of his bid/tender.

20. Influencing the Evaluation of Bids & Award of Contract.

No bidder shall attempt to influence the Purchaser on any matter relating to the tender(s). Any attempt to influence the purchaser in the evaluation and comparison of the bid(s) and in award of the contract, shall result in summary rejection of the bid(s) of such bidder(s).

21. Evaluation:

21.1 To determine clause-by-clause compliance, the bids shall be evaluated in respect to the substantive responsiveness or otherwise. Thereafter the evaluation shall be done for the substantively responsive bids only.

21.2. A substantively responsive bid is one that conforms to all the terms and conditions of the Tender Documents without material deviations. The bid's responsiveness shall be based on the contents of the bid itself without recourse to any extrinsic material.

21.3. A bid determined as substantively non-responsive shall be rejected. The bidder(s) shall not be permitted to make corrections after opening time of bid to make such bid(s) substantively responsive.

21.4. The purchaser is not bound to accept the lowest or any tender and reserves to himself 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.

21.5. Arithmetical error, if any shall be rectified in the following manner:

- a) If there is a discrepancy between the unit price & the total price that is obtainable by multiplying the unit price with quantity, the unit price shall prevail & the total shall be corrected accordingly.
- b) If there is a discrepancy between words & figures; the amount in words shall prevail.
- c) If there are errors in the calculations or rate of applicable Govt. levies, duties & taxes, the same will be corrected by the purchaser.

22. Commercial Evaluation of Substantively Responsive Bids:

22.1 The bids previously determined to be substantively responsive, shall only be evaluated and compared in detail. **The L-1 Bidder will be decided on the basis of Total Annual Cost. The Lowest Cost will be treated as 'L-1' Bidder.** Work will be awarded to L-1 contractor only. In case of 'TIE' for L-1, work will be awarded to bidder having more experience.

23. Right to Vary Quantities:-

The purchaser reserves the right, to increase or decrease the quantity by + (plus) or – (minus) 25% of what is specified in the schedule of quantities, without any change in unit price or other terms and conditions.

24. Right to Accept/ Reject any or all Bids:

The Purchaser is not bound to accept the lowest or any other bid and reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to the award of the contract without assigning any reason(s), whatsoever and without thereby incurring any liability towards the affected bidder(s) on this ground.

25. Letter of Acceptance LOA/ Letter of Intent (LOI):

25.1 Before the expiry of the validity of bid, the Purchaser shall notify the successful bidder(s), in writing by registered letter or by FAX (to be confirmed in writing by registered letter)/ by hand delivery, about the acceptance of the successful bid(s).

25.2 The successful bidder shall furnish the performance security equal to 10% of the total cost of the purchase order within **07 days** from the issue of letter of intent.

25.3 Failure to comply with the requirement as above shall constitute sufficient ground for the annulment of the acceptance of the bid and forfeiture of the bid security, in which event, the Purchaser shall be free to place orders on any other bidder(s) or call for fresh bid (s).

25.4 The contractor may be debarred from participating in the present tender / all the future tenders of BSNL, Nashik SSA in the event of:

- i) Failure of successful Tenderer to pay the security deposit & or to enter into the prescribed agreement, for any earlier / present tender of BSNL, Nashik SSA.
- ii) Breach of any terms & conditions of any contract with BSNL, Nashik SSA.

26. Award of Contract & Issue of Purchase Order:

a. The purchaser may consider placement of a purchase order for commercial supplies on those bidder(s), whose offers have been found technically, commercially and financially acceptable and whose product(s) have been found proven.

b. During the period of contract, if so desired by the purchaser, the supplier(s) shall visit the purchaser at such place and date as may be prescribed by the purchaser for discussions on design(s) and progress of the work etc.

c. The Purchase Order / Work order shall be placed in single or more lots by the purchaser during the contract period.

27. Validity of the Contract Period:

The contract is valid for **ONE Year** from the date of execution of an agreement.

28. Extension of contract period.

The contract shall normally be for **ONE Year**, but BSNL reserves the right to extend the contract period **up to one year** beyond the period specified in the letter of acceptance (tender), on the same terms & conditions with mutual consent. The rate applicable will be lower of the Two Rates amongst the approved current tender rate & rate of new tender, likely to be finalized.

29. Right to Cancel the Contract.

a. 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 is not liable for any damages on account of cancellation of contract.

b. The purchaser shall have the right to cancel the contract & forfeit S/D if subsequently it is found that the approved contractor is a "Near Relative" of a "BSNL Staff".

c. The bidder should give a certificate that none of his / her near relative is working in BSNL Nashik TD. In case of proprietorship firm, certificate will be given by the proprietor. For partnership firm certificate will be given by all the partners and in case of limited company by all the Directors of the company excluding Government of India/Financial institution nominees and independent non-Official part time Directors appointed by Govt. of India or the Governor of the state. Due to any breach of these conditions by the company or firm or any other person the tender will be cancelled & Bid Security will be forfeited at any stage whenever it is noticed and BSNL will not pay any damage to the company or firm or the concerned person. The company or firm or the person will also be debarred for further participation in the unit.

30. 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) and daughter's husband (son in law), brother(s) and brother's wife, sister(s) and sister's husband (brother in law).

The format of the certificate to be given is "I.....
.....s/o.....r/o..... hereby certify that none of my relative(s) as defined in the tender document is/are employed in BSNL Nashik TD 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."

31 Signing of Agreement :

Every successful bidder shall also execute an agreement with the purchaser i.e. BSNL Nashik SSA on a non-judicial stamp paper of Rs.100 /- (The cost of stamp paper to be borne by tenderer) The AGM (MM))O/o GMTD ,BSNL, Nashik SSA, shall sign the contract on behalf of GMTD BSNL, Nashik SSA & he shall represent the BSNL, Nashik SSA with reference to contract.

32 Payment Terms:

The supplier shall arrange to submit its claim on monthly basis. For claiming this payment the following documents are to be submitted by the supplier to Accounts Officer (CDR/CMTS/Mobile) % GMTD. BSNL, Sanchar Parisar, Canada Corner, Nashik - 422 002 or any other officer nominated by GMTD BSNL, Nashik by 1st week of every month for the services rendered in the proceeding calendar month.

- (i) Pre-stamped bills in triplicate. (ii) Delivery Challan. (iii) Consignee Receipt.
- (iv) Proof of payment of Service Tax included and paid in the last bill.
- (v) Showing the details of no. of images.

33 Amendments:

Within the scope of the contract the purchaser may, at any time, by a written order to the supplier, amend one or more of the following:

- a) Drawings, designs & specifications, where the printing of Telephone /Mobile bill including CDMA bills to be supplied/ performed under the contract are to be supplied specifically for the purchaser;
- b) The method of packing & shipment.
- c) The consignee and/or the place of delivery.
- d) The service to be provided by the supplier.

34 Sub-Contracts:

- a. The supplier shall not assign/transfer & sub-Contract its interests/obligations under the contract without the prior written permission of the purchaser.
- b. The supplier shall notify the purchaser in writing of all sub-contracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later shall not relieve the supplier from any liability or obligation under the contract.

35 Force Majeur:

- a. If at anytime, during the currency of this contract, the performance, in whole or in part, of any obligation(s) by either party under this contract shall be prevented or delayed by reason(s) of war, hostility, acts of the public enemy, civil disturbance, sabotage, fire, floods, explosions, epidemics, quarantine restrictions, strikes, lockout or act of God (Herein after referred to as events), provided notice of happenings, of any such event is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason(s) of such event be entitled to terminate this contract nor shall either party have any such claim for damages against the other in respect of such non performance or delay in performance and deliveries under the contract shall be resumed as soon as practicable after such event(s) may come to an end or cease to exist and the decision of the purchaser as to whether the deliveries have been so resumed or not shall be final and conclusive, provided further that if the performance in whole or part of any obligation(s) under the contract is prevented or delayed by reason(s) of any such event for a period exceeding **45 days**, either party may, at its discretion terminate the contract. The decision of BSNL Nashik SSA as to whether an event justifies invocation of force majeure shall be final & conclusive.

- b. Provided also that if the contract is terminated under this clause, the purchaser shall be at liberty to take over from the supplier, at a price to be fixed by the purchaser, & which shall be final, all the unused, undamaged & acceptable Printing of Telephone /Mobile/CDMA bill, bought out components & stores in course of manufacture in the possession of the supplier at the time of such termination or such portion(s) thereof as the purchaser may deem fit excepting such materials bought out components and stores as the supplier may with the concurrence of the purchaser elect to retain.

36 Termination for Default.

- a. The purchaser by a written notice of 14 days, of default, may, without prejudice to any other remedy for breach of contract, terminate the contract and The purchaser is not liable for any damages for termination in whole or in part as the case may be;
- i) If the supplier fails to deliver any or all of the printing of Telephone /Mobile bill including CDMA bills within the time period(s) specified in the contract, or any extension thereof granted by the purchaser.
- ii) If the supplier fails to perform any other obligation(s) under the contract; and
- iii) If the supplier, does not remedy his failure(s) within a period of specified by purchaser, after the receipt of the default notice.
- b. In the event of the termination of the contract in whole or in part, the purchaser may procure from open market, upon such terms and in such manner as it deems appropriate, printing of Telephone /Mobile bill including CDMA bills similar to those undelivered & the supplier shall be liable for payment of such excess cost for such similar printing of Telephone /Mobile bill including CDMA bills. The supplier shall, however, continue to perform the contract to the extent not terminated.
- c. On the happening of any of the above circumstances, the purchaser, without prejudice to its other rights under the law of the contract, may purchase the balance quantity of the printing of Telephone /Mobile bill including CDMA bills at the risk & cost of supplier & book to him for the payment thereof & shall also claim a set-off of any dues payable under the contract to the supplier against his dues under the contract or any previous contract.

37 Termination for Insolvency:

The purchaser may at any time terminate the contract by a written notice to supplier, without compensation, if the supplier becomes bankrupt or otherwise insolvent as declared by competent court, provided that such termination shall not prejudice or affect any right of action or remedy which had accrued or will accrue thereafter to the purchaser.

38 Dispute Resolution/Arbitration

Any question, dispute or differences arising out of or in connection with this tender documents or breach, termination or validity hereof, shall be first endeavored to be settle through friendly discussion or negotiations between the parties. If the dispute cannot be amicably settled either party, as soon as practicable, but not earlier than three months after a request to settle the dispute amicably has been made to the other party, give to the other party note in writing or existence of such question, dispute or difference, specifying the nature and the point at issue, and the same shall be finally settled by Arbitration conducted in Nashik in accordance with The arbitration of Conciliation Act 1996 any modifications or reenactments thereto and relevant laws and regulations in force at that time in India. All such disputes and differences which may arise between the parties hereto as to the meaning, construction or effect of any of the terms and provisions of this documents or as to the right or claim of either party under this documents shall be referred to the sole arbitration of the GMTD, BSNL, Nashik SSA company or his nominee including any officer of Bharat Sanchar Nigam Limited (BSNL) nominated by him and the Bidder shall not raise any objection to such arbitration on the ground that the arbitrator is an officer of Bharat Sanchar Nigam Limited (BSNL) and as such is an interested party or that the arbitrator so appointed has earlier dealt with the subject matter of this document. Any order / Directions / Awards of the Arbitrator shall be final & ending on both the parties. The arbitration proceedings shall take place in Nashik and will be governed by the provisions of The Arbitration and Conciliation Act 1996 or of any statutory amendment thereto or any reenactment thereof for the time being in force. The Arbitrator so appointed shall pass a speaking award. The Courts at Nashik shall have exclusive jurisdiction under this agreement.

39 Subject Laws:

The purchase order/ work order (in terms of the proforma attached & to be adopted Mutatis Mutandis) shall, when issued to the successful bidder, constitute the part of contract.

40 Set Off:

Any sum of money due & payable to the supplier (including security deposit refundable to him) under this contract may be appropriated by the purchaser or BSNL & set off the same against any claim of the purchaser or BSNL arising out of this contract or under any contract made by the contractor with the purchaser and/or BSNL.

41 Performance Security (Security Deposit):

- a. The supplier, [including Small Scale Units registered with NSIC/DGS&D] within **07 days** of the receipt of the letter of Intent (LOI), shall furnish performance security for an amount of 10% of the Contract value, unless stated otherwise in LOI.
- b. The Security Deposit shall be 10% of the total cost of entire quantity of the item for one year.
- c. The proceeds of the Performance Security shall be payable to the purchaser as compensation for any loss resulting from the supplier failure to complete its obligations under the contract.
- d. The EMD shall compulsorily be converted into Performance Security deposit, if paid by cash/DD. The contractor shall furnish a Demand Draft of balance amount of Performance Security Deposit OR a Performance Bank Guarantee [i.e. 10% of the Contract Value minus EMD amount] to the BSNL within 7 days from the date of issue of letter of intent by the BSNL.
However, if EMD is paid in the form of Bank-Guarantee, it will be returned to the bidder on submission of Fresh Bank-Guarantee/DD/Cash Receipt, for an amount of 10% of Contract Value.
- e. The performance security shall be discharged by the Purchaser 3 months after completion of the supplier's performance obligations, including warranty obligations, if any, under the contract.

42 In case of breach of any tender condition, delay or non-performance of work or supplies of poor quality of work or material, BSNL, Nashik SSA may take all or any of the following actions:

- i) Forfeiture of EMD,
- ii) Forfeiture of SD,
- iii) Cancellation of contract,
- iv) Barring in participation of all future tenders of BSNL, MH Circle for a period of 3 years or more.

NOTE: This tender is only for those suppliers who have necessary infrastructure such as machine/s, manpower, experience for the work for which this tender is floated.

s/d
Assistant General Manager(MM)
% GMTD, BSNL, NASHIK,
SANCHAR BHAVAN , SIR VISHVESHWARAIYA MARG,
NASHIK-422 002.
Tele No.-0253-2314100 FAX NO: 0253-2311456

SECTION - V

GENERAL CONDITIONS OF CONTRACT

1. Application

These conditions shall apply in all the contracts made by the purchaser for the procurement of Printing of Telephone /Mobile bill including CDMA bills.

2. Standard

The Printing of Telephone /Mobile bill including CDMA bills supplied under this contract shall conform to the standards mentioned in the Technical Specifications.

3. Patent Right

The supplier shall indemnify the purchaser against the third-party claims/ actions of infringement of patent, trademark or industries design rights arising from use of the Printing of Telephone /Mobile bill including CDMA bills or any part thereof in Indian Telecom Network.

4. Inspection and Testing.

- 4.1 The purchaser or its representative shall have the right to inspect & test the Printing of Telephone /Mobile bill including CDMA bills for their conformity to the specifications. Where the Purchaser decides to conduct such tests on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance like Testing Instruments and other test gadgets including access to drawings and production data shall be furnished to the inspectors at no charge to the Purchaser.
- 4.2 Should any inspected or tested Printing of Telephone /Mobile bill including CDMA bills fail to conform to the specifications, the purchaser may reject them & the supplier shall either replace the rejected Printing of Telephone /Mobile bill including CDMA bills or make alterations necessary to meet the specifications at his own cost, before re-offering the same for further inspection.
- 4.3 Notwithstanding the pre-supply tests & inspections prescribed above, the equipment & accessories on receipt at purchaser's premises shall also be tested during & after installation & if any equipment or part thereof is found defective, the same shall be replaced at the supplier's cost.
- 4.4 If any material or part thereof, is found to be defective or fails to fulfill the requirements of the contract, the purchaser shall give the supplier notice setting for the details of such defect(s) or failure(s) & the supplier, shall remove the defects or replace the Printing of Telephone /Mobile bill including CDMA bills to ensure full compliance with the requirement of the contract forthwith & within a period specified in the report. This replacement shall be made by the supplier free of all charges at site. Should it fail to do so, the purchaser shall reserve the right to reject and/or to get the replacement, at the cost of the supplier, the whole or part of the equipment as the case may be. The cost of all such replacement made by purchaser shall be deducted from any amount payable to the supplier. The decision of the purchaser shall be final for considering the Printing of Telephone /Mobile bill including CDMA bills as defective/ rejected.
- 4.5 Nothing in this clause shall in any way release the supplier from any warranty or other obligations under this contract.

5. Delivery and Documents.

- 5.1 The Printing of Telephone /Mobile bill including CDMA bills shall be delivered in accordance with the delivery schedule specified in Section-VI. The Printing of Telephone /Mobile bill including CDMA bills shall remain at the risk of the supplier until delivery has been completed. The delivery of the Printing of Telephone /Mobile bill including CDMA bills shall be to the ultimate consignee as given in the purchase order.
- 5.2 The delivery of the Telephone /Mobile bills including CDMA bills shall commence & be completed within the time schedule specified in the Section-VI. It shall be the essence of the contract.

6. Warranty:

- 6.1 The contractor shall warrant that Printing of Telephone /Mobile bill including CDMA bills to be supplied shall be new & free from all defects and faults in material, workmanship & manufacture & shall be of the highest grade & consistent with the established & generally accepted standards for material of the type ordered & shall perform in full conformity with the specifications & drawings. The supplier shall be responsible for any defects that may develop under the conditions provided by the contractor & under proper use, arising from faulty materials, design or workmanship such as corrosion, inadequate quantity of material to meet the requirements, otherwise & shall remedy such defects at its own cost, when called upon to do so by the purchaser, who shall state in writing in what respect the Printing of Telephone /Mobile bill including CDMA bills are defective/non-standard. This warranty shall survive inspection or payment for, & acceptance of Printing of Telephone /Mobile bill including CDMA bills, but shall expire except in respect of complaints notified prior to such date; 12 months after the Printing of Telephone /Mobile bill including CDMA bills have been accepted.
- 6.2 If it becomes necessary for the supplier to replace or renew any defective printed forms this clause, the provisions of the clause shall apply to the printed forms so replaced or renewed or until the end of the above-mentioned period of twelve months, which ever may be later. If any defect is not remedied within a specified time, the purchaser may proceed to do work at contractor's risk and expenses, but without prejudice to any other rights, which the purchaser may have against the supplier in respect of such defects.

7. Delays In The Supplier's Performance:

- 7.1 Printing of Telephone /Mobile bill including CDMA bills under the contract shall be provided strictly in accordance with the delivery schedule specified in the purchase order.
- 7.2 Delay(s) in the performance of delivery obligations shall render the supplier liable to any or all; of the following sanctions i.e. forfeiture of performance security (S/D), imposition of liquidated damages and/or termination of the contract for default.
- 7.3 If at any time during performance of the contract, the supplier should encounter conditions impeding timely delivery of the Telephone /Mobile bills including CDMA bills, 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 i.e. BSNL Nashik SSA.
8. The purchaser reserves the right to verify infrastructure facilities available for the work, with the bidder.

s/d
Assistant General Manager(MM)
%GMTD, BSNL, NASHIK,
SANCHAR BHAVAN , SIR VISHVESHWARAIYA MARG,
NASHIK-422 002.
Tele.No.-0253-2314100 FAX NO: 0253-2311456

SECTION – VI

SPECIAL CONDITIONS

1 General

- (i) Name of the Tender : Printing of Telephone /Mobile /CDMA bills in BSNL Nashik SSA
- (ii) Earnest Money : Rs 50,800/-/(Rs. Fifty Thousand Eight Hundred only) by Demand Draft/Bank Guarantee.
See Section-IV- (8.3)
- (iii) P.O placing authority : CAO (TR) / CAO (Mobile) % GMTD, BSNL, Nashik
- (iv) Paying authority : Accounts officer (cash), % GMTD, BSNL, Nashik
- (v) Delivery period : 48 hours from receipt of data from Nashik Billing Server.
- (vi). Delivery Schedule : Item(s) ordered through purchase order(s) shall be delivered to concerned A.O. mentioned as below. Delivery should be completed within 48 hours as specified, after receipt of Printing Data.
1. A.O. (CDR) % GMTD, BSNL, Sanchar Parisar, Canada Corner **Nashik**- 2 .
 2. A.O. (CMTS) % GMTD, BSNL, Sanchar Parisar, Canada Corner **Nashik** – 2.
- (vii) Consignee : As mentioned Sl. No. (vi) (above) (Will be specified in the purchase order)
- (viii) Tender period : One year from the date of acceptance. (Extendable for further one year).
- (ix) Date of opening : At **15.00 hrs on 27/09/2013**. Tender will be opened in the chamber of **AGM(MM)**% GMTD, BSNL,Sanchar Bhavan, Sir Vishweshwaraiya Marg, Nashik.

2) Payment Terms

Payment shall be made on receipt of material in good condition, and Completion Certificate issued by the designated authority [Designated by CAO (TR)/CAO (Mobile) of BSNL Nashik SSA.] Pre-receipted bills in triplicate, with Delivery Challan acknowledged by consignee, should be enclosed with the bill.

3) Liquidated Damages:

- a) The date of delivery of the **Printing of Telephone /Mobile bill including CDMA bills** stipulated in the acceptance of tender shall be the essence of the contract & delivery shall be completed within the time.
- b) No extension shall normally be given except in exceptional circumstances.
- c) If the supplier(s) attempt to deliver the Printing of Telephone /Mobile bill including CDMA bills after the expiry of the delivery period the consignee shall be at liberty in not accepting delivery.
- d) If however, the deliveries be made after the expiry of the specified delivery period, without the prior concurrence of the purchaser, & also be accepted by the consignee, such deliveries will not deprive the purchaser of its right to cancel the same & ask the supplier to take back the Printing of Telephone /Mobile bill including CDMA bills or recover liquidated damages as provided under clause (f) below.

- e) Should the supplier fail to deliver the Printing of Telephone / Mobile bill including CDMA bills or any consignment thereof within the period prescribed for delivery, the purchaser shall be entitled to recover **0.5 % (half percent)** of the value of the delayed supply for each hour of delay or part thereof, for a period up to 10 hours and thereafter at the rate of **0.75%** of the value of the delayed supply for each hour of delay or part thereof for another 10 hours of delay subject to maximum of 15 %. Where the delayed Printing of Telephone /Mobile bill including CDMA bills affect the installation & commissioning of the campaign, liquidated damages (not as a penalty) shall be levied as above on the total value of the contract. After that the work will be carried out at the risk and cost of the supplier.
- f) If material ordered is not found as per the specification given, BSNL shall be forced to cancel the complete order & BSNL shall not be responsible for any financial loss/damages incurred to the Bidder.
- g) In such case BSNL will forfeit the Security Deposit & will black list the bidder from taking any further part in this tender or any tender/s of BSNL in future.
4. The infrastructure of the bidder will be verified, if necessary by the committee constituted by the purchaser to assess the technical capability of the bidder.
5. **PRINTING:** The supplier may clearly offer and specify the technology i.e. either cut sheet or continues stationery printing technology. The machine should be brand new (i.e. the click counter will be inspected) and should be able to handle the **print window of 48 hours** and should be able to take care of future requirement. The BSNL Nashik requirement for such service is cyclic in nature. The approximate load **per month** is **2.72 lac print images**. The supplier should be capable of handling the increased print load without affecting the print-window timings as mentioned in clause 02 of Section. – IX.

s/d
Assistant General Manager (MM)
% GMTD, BSNL, NASHIK ,
SANCHAR BHAVAN , SIR VISHVESHWARAIYA MARG,
NASHIK-422 002.
Tele No.-0253-2314100 FAX No. 0253-2311456

SECTION – VII

SCHEDULE OF REQUIREMENT & SPECIFICATIONS

Schedule of Requirement

- 1) The selected Bidder/s will have to carry out Printing of Telephone /Mobile/CDMA bills AND Printing will be High Speed Laser Printing in any one or more than one colour as chosen by the purchaser.
- 2) It will be the duty of the selected bidder to make arrangement to pack and transport the printed material to the consignees' premises as mentioned in Section – VI, as per the final purchase order issued by the CAO (TR)/CAO (Mobile).

The following is the quantitative requirement as per specification. The quantity indicated is approximate.

Quantum

The approximate quantum of work per month will be as follows-

- 1) Mobile + CDMA PCO+ CDMA WLL bills -57,416 nos. Images 1,00,000 Nos. (Approx.)
- 2) Landline + PCO bills-1,30,935 Nos Images-1,71,286 Nos.(Approx.)

Specifications of Printing of Telephone /Mobile bills including CDMA bills, Nashik SSA. –

- A.** Forms to be printed: Telephone bill/Mobile bill including CDMA Bills (details mentioned in Section– IX).

Proforma of bills may be changed from time to time.

B. General instructions:

1. Supply order will be placed by **CAO (TR)/CAO (Mobile)** % GMTD, BSNL, Nashik.
2. Any breach in specification and quality of the material given above shall be treated, as breach of the agreement and supplier's agreement is liable to be terminated. In addition the Performance Bank Guarantee shall be forfeited and bills submitted by the supplier would not be paid.

I / we have read the above instructions and have understood the same.

**Signature of the Bidder
Name & Designation with seal**

SECTION – VIII

A) CERTIFICATE

REGARDING NEAR RELATIVES
(See Section IV, Clause 30)

“ I S/o.....

..... resident of hereby certify that none of my near relative(s) and none of near relative(s) of proprietor/ partner(s)/ director(s) of company is/ are employed in BSNL unit as defined in the tender document at **clause 30** of **section IV**. 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”.

SIGNATURE OF BIDDER: _____

NAME OF BIDDER: _____

B) CERTIFICATE

(FOR DOWNLOADING OF TENDER DOCUMENT FROM WEB SITE)

“ I..... (Authorized signatory) hereby declare that the tender document submitted has been downloaded from the website www.maharashtra.bsnl.co.in and no addition / deletion / correction has been made in the proforma downloaded. I also declare that I have enclosed a DD for Rs.....towards the cost of tender document along with the EMD”.

Place :..... Signature of tenderer/Authorized Signatory.....

Date : Name of the Tenderer.....

Seal of the Tenderer

C) DECLARATION

(FOR EPF & Misc Provisions Act 1952)

I ----- (name of the contractor/agency) hereby declare compliance towards conditions of the EPF and Misc. provisions Act 1952 and authorize BSNL to recover any payment that arises due to failure to comply with any of the Labour legislations and statutory conditions viz., Labour, EPF etc., or any other acts dealing with the same and all other acts mentioned in the tender document.

Place : Signature of tenderer/Authorized Signatory.....

Date : Name of the Tenderer.....

Seal of the Tenderer

D) DECLARATION

REGARDING BLACK LISTING / DEBARRING FROM TAKING PART IN THE GOVT. TENDERS BY BSNL

(To be signed by the bidder with seal invariably)

I/We _____
Proprietor/Partner/Director(s) of M/s. _____

has/ have not been blacklisted or debarred in the past by DOT/BSNL/MTNL or any other Government /Semi Government organization from taking part in the Government tenders.

In case above information is found false I/we am/are fully aware that the tender/contract will be rejected/cancelled by the General Manager Telecom. District, Nashik & EMD/SD shall stand forfeited along with any suitable action as deemed fit.

Signature

Seal of the firm

Place

Capacity in which is signed

Date

Name & Address of the firm

(E) MANDATE FORM

DETAILS OF THE BIDDER'S BANK FOR EFFECTING E-PAYMENTS

- A) NAME OF THE BIDDER/CONTRACTOR :-
- B) NAME ON THE BENEFICIARY BANK ACCOUNT :-
- C) BENEFICIARY BANK NAME :-
- D) BENEFICIARY BRANCH NAME :-
- E) IFSC CODE OF BENEFICIARY BRANCH :-
- F) MICR CODE OF BENEFICIARY BRANCH :-
- F) BENEFICIARY BANK ACCOUNT NUMBER :-

Place :-.....

Signature of tenderer/Authorized Signatory

Date:-

Name of the Tenderer.....

Seal of the Tenderer

SECTION – IX

TECHNICAL SPECIFICATION / REQUIREMENTS

INTRODUCTION:

1 As part of the modernization program, BSNL, Nashik is planning to introduce high-speed laser printing technology for printing of Telephone / Mobile bills including CDMA Bills.
The system should use state of the art printing process e.g. laser printing or equivalent technology.

2 Printer Criteria (continues forms / Cut-sheet printer)

The printer must support;

- i. Printing of bar codes / OCR.
- ii. Printing of logos.
- iii. Printing of graphics.
- iv. Printing of customized messages on the bills (free of cost). BSNL envisages to create forms and to store them electronically so that billing data can be merged. It should be possible to print different messages based on the category of the subscriber or the amount of the bill or any other specification which will be specified in advance before a bill print run.
- v. Should be able to work with servers and also in stand-alone mode by collecting the data through server.
- vi. Automatically printing jammed pages without any loss of information.
- vii. Devnagari Script with same speed.
- viii. While printing multi-page bills, it should be possible to print information provided by BSNL Nashik when there is some blank space in the page. Depending upon size of the blank space, it should be possible to print different sets of information.
- ix. The format of the bill (for single and multi pages) will be as per specifications given by the BSNL, which is liable to change. Printer should have flexibility to adjust to changes in the format.
- x. The print window shall be 48 hours for printing **2.72 LACs prints images per month**. The print window of 48 hours shall mean that at the end of 48 hours the entire job of printing the images is completed and no job is left pending, i.e. the work shall be carried out continuously nonstop. The print window time reckoning starts from the time the data is made available to the Service Bureau Organizations by Nashik Telecom District. The numbers of billing cycles are subject to increase / decrease as per the demands of the network management and Service Bureau Organizations shall comply with such needs.

3 For continuous stationery printer.

- i) Effective PRINT SPEED of 110 PPM or above.
- ii) Printing at the back with messages (free of cost). This can be changed by BSNL in 15 DAYS notice.
- iii) It should be possible to add messages on the front.
- iv) The output should be A4 Sized bill in one continuous form.
- v) The printer should print mark to denote the end of the bill so that it is possible to have bills separated after printing.
- vi) The cutter and duster required should also be supplied as a part of the solution.
- vii) It should be possible to upgrade the printer for future demands. The future upgrade path should be clearly brought out.

3.1 For cut-sheet stationery.

- i) Effective PRINT SPEED of 110 PPM or above.
- ii) Automatic printing on both sides of paper i.e. Automatic Duplex printing /Automatic Duplicate Printing
- iii) Printing of bills with certain data on one type of colour sheet and other data on different colour sheets. System should have provision to automatically select paper of different colors and printing bills in such a format that these can be staggered and collected without any sorting. System should have provision for sorting at least two different colour sheets in two trays with a capacity of more than 1000 sheets of each type. Provision for adding two more trays should be available.
- iv) The output should be A4 sized, stapled bill. It should be possible to upgrade the printer for future demands. The Future upgrade path should be clearly out. It should be possible to staple up to 50 A4 sheets for a single Telephone bill / Mobile bill including CDMA bill.

3.2 BSNL will have the right to decide the mode of printing whether continuous stationery printing or cut sheet stationery printing at no extra cost.

4. **Interface** - System should be easily interfaced able with current billing software (CDR). There should not be any need to modify the existing billing software and the existing print file being used for printing of telephone bills / Mobile bills/CDMA bills should be able to print bills on laser printer. Any modification required in the print formats should have to be carried out by the vendor as part of the implementation program.
5. The system should be able to handle normal A4 size cut sheets. Any other arrangement of paper feeding which is liable to meet the desired facility schedule indicated in Para 2 may be considered.
- 6 **The Pre-printed Stationery/Plain Stationery (Paper) used for printing should be of minimum 80 gsm.** Sample testing of paper will be carried out by vendor at his own cost and BSNL will have the right to test the paper at any time during the contract. If the paper tested does not match the specification the whole printed material will be rejected and the reprint has to be carried out free of cost apart from the penalty that may be imposed for the delay as per the Clause -3/e of Section-VI. The pre-printing work should be free of cost and pre- printing messages can be changed by BSNL, as and when required.
- 6.1 BSNL will give a minimum volume of 03 Lakh to 3.35 lakh impressions per month. The agreement will be for a period of **ONE year**, but purchaser reserves the right to extend the contract period **up to One Year** beyond the period specified in the letter of acceptance (tender), on the same rates and terms & conditions. The lease rate quoted should be a consolidated charge per page impression cost and it should cover at least the following-
- Equipment. (Inclusive of printing system, print server, software and all other accessories like cutter, stapler etc.)
 - All consumables like paper and pre-printing, toner etc.
 - Software maintenance (Customization, Upgradation and Maintenance)
 - Service / Labour (Service Engineers)
 - UPS
 - All Taxes and duties including packing, transporting and delivery at the address of the consignee.
- 6.2 A) Paper and the printer should conform to the technical specifications of this tender.
B) Paper quality should conform to the technical specifications of this tender
(I.e. should meet BIS requirements IS 1848-1991-SL.17)
- 6.3 A separate lease agreement will be signed for this purpose.
- 6.4 BSNL will not be a party to any lease agreement between the tenderer and the lease financing.
- 6.5 The Nashik Telecom District requirement for such service is cyclic in nature. The approximate load per month is **2.72 LACs print images**. This load is based on the present Nashik Telecom District network size including Land line + Mobile + CDMA customers. The growth plan of Nashik Telecom District envisages an **increase of 20,000 to 25,000** lines per annum approximately. The Service Bureau Organisation should be capable of handling the increased print load without affecting the print-window timings as mentioned in clause 2 / x of Technical Specifications mentioned in Section- IX.
- 6.6 The Service Bureau Organizations shall provide foolproof and transparent arrangement in the system to ensure that all the data supplied by Nashik Telecom District is printed. The counter for the number of print images created by the system is also software / system controlled and counter initialization should not be possible by the Service Bureau Organization's operators without the prior approval of nominated officer of the Nashik Telecom District. This point is of utmost importance since payment to the Service Bureau Organisation's monthly claims for the service rendered to Nashik Telecom District is based on the readings in the counter and fool proof and transparent arrangement shall be made by the Service Bureau Organisation to the full satisfaction of Nashik Telecom District.
- 6.7 The software for designing the print-image format shall be developed by Service Bureau Organization free of cost. The Service Bureau Organisation is also responsible for marking the necessary changes to the software needed, to accommodate any changes to the print-image format as and when Nashik Telecom District puts forth such demand, free of cost. This does not include changes required for inclusion of Commercial advertisements at short notice of 3 to 4 days for every billing cycle.
- 6.8 Optionally, Nashik Telecom District shall opt to recover the cost of printing by soliciting commercial Advertisements in the free space left at appropriate position of each Customer's bill details/special messages without affecting the overall number of pages for a particular customer. For this Service Bureau Organisation shall provide facility to scan/edit/ reduce enlarge the advertisement material suitably and readjust print-format layout to suitably insert the commercial advertisement at appropriate slot at short notice for every billing cycle and such changes required are to be done free of cost by the SBO.

- 6.9 ARRANGEMENT REGARDING COLLECTION OF DATA- Normally Bill Files will be up-loaded by A.O. (CDR) and A.O. (CMTS) Nashik to SBO Server. If required, the SBO will have to have Broad Band connectivity with static I. P. and he should be able to download Bill Files from Nashik Billing Server, at No Extra Cost. Proper co-ordination would be made with concerned Billing Authority i.e. A.O. (CDR) Nashik for Land-Line Bills and for Mobile /CDMA Bills- A.O. (CMTS) Nashik. For this purpose, all the days are to be considered as working days. The print-window timings set forth in clause 2/x of SECTION-IX of the technical specification shall be maintained at any cost. Thus, intervening holidays/week-ends shall not affect the operations.
- 6.10 The SBO shall maintain full confidentiality of the data supplied for creating print images. Under no Circumstances, the Service Bureau Organisation shall divulge/reveal/share such data for the purpose other than for creating print images for Nashik Telecom District. Any violation of this confidentiality clause may result in instant termination of the contract and Service Bureau Organisation shall pay liquidated damages as demanded by the purchaser i.e. Nashik Telecom District and Nashik Telecom District shall reserve the right to black list the Service Bureau Organisation on all India basis.
- 6.11 Successful Service Bureau Organization shall also be under obligation to extend similar services to Nashik Telecom District at the same agreed rate for any other adhoc/non cyclic requirements of Nashik Telecom District on priority basis, as and when such requirement arise and such request is made by Nashik Telecom District to Service Bureau Organisation. The SBO will develop a new print image/page-layout within 48 hours from the receipt of request from BSNL Nashik free of cost.
- 6.12 If the terms and conditions for printing is not met within 2 to 3 consecutive months. BSNL reserves right to terminate the contract with 30 days notice.

SECTION - X

PERFORMANCE SECURITY BOND FORM

(To be typed on Rs.100/- non-judicial stamp paper)
(In lieu of performance security deposit payable by the Contractor)

Sub: Performance guarantee.

1. Whereas GMTD BSNL Nashik O/o G.M.Telecom, BSNL, 'Sanchar Bhavan', Sir Vishweshwaraiya Marg, Nashik-2.(hereafter referred to as BSNL) has issued an LOI no.Dated/...../2013 awarding the work of to..M/s R/o (hereafter referred to as "Bidder") and BSNL has asked him to submit a performance guarantee in favour of GMTD BSNL Nashik of Rs./- (hereafter referred to as "P.G. Amount") valid up to/...../20.....(hereafter referred to as "Validity Date")

Now at the request of the Bidder, We BankBranch having (Address) and Regd. office address as (Hereinafter called 'the Bank') agreed to give this guarantee as hereinafter contained:

We, "the Bank" do hereby undertake and assure to the BSNL that if in the opinion of the BSNL, the Bidder has in any way failed to observe or perform the terms and conditions of the said agreement or has committed any breach of its obligations there-under, the Bank shall on demand and without any objection or demur pay to the BSNL the said sum limited to P.G. Amount or such lesser amount as BSNL may demand without requiring BSNL to have recourse to any legal remedy that may be available to it to compel the Bank to pay the same.

Any such demand from the BSNL shall be conclusive as regards the liability of Bidder to pay to BSNL or as regards the amount payable by the Bank under this guarantee. The Bank shall not be entitled to withhold payment on the ground that the Bidder had disputed its liability to pay or has disputed the quantum of the amount or that any arbitration proceeding or legal proceeding is pending between Bidder and BSNL regarding the claim.

We, the Bank further agree that the guarantee shall come into force from the date of its issue and shall remain in full force and effect up to its Validity date.

The Bank further agrees that the BSNL shall have the fullest liberty without the consent of the Bank and without affecting in any way the obligations hereunder to vary any of the terms and conditions of the said agreement or to extend the time for performance of the said agreement from any of the powers exercisable by BSNL against the Bidder and to forebear to enforce any of the terms and conditions relating to the said agreement and the Bank shall not be relieved from its liability by reason of such failure or extension being granted to Bidder or through any forbearance, act or omission on the part of BSNL or any indulgence by BSNL to Bidder or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of relieving or discharging the guarantor.

Notwithstanding anything herein contained ;

(a) The liability of the Bank under this guarantee is restricted to the P.G. Amount and it will remain in force up to its Validity date.

(b) The guarantee shall stand completely discharged and all rights of the BSNL under this Guarantee shall be extinguished if no claim or demand is made on us in writing on or before its validity date.

In case BSNL demands for any money under this bank guarantee, the same shall be paid through banker's Cheque in favour of "AO (Cash) BSNL Nashik" payable at Nashik.

The Bank guarantees that the below mentioned officer who have signed it on behalf of the Bank have authority to give this guarantee under its delegated power.

Place:

Date: (Signature of the Bank Officer)

Rubber stamp of the bank

Authorized Power of Attorney Number:

Name of the Bank officer:

Designation:

Complete Postal address of Bank:

.....

Telephone Numbers

Fax numbers

On stamped paper of Rs.100/

SECTION - XI

FORMAT OF THE BID SECURITY/EMD BANK GUARANTEE

(To be typed on Rs.100/- non-judicial stamp paper)

Subject : Bid Security/EMD Bank Guarantee.

1. Whereas M/s R/o (Hereafter referred to as Bidder) has approached us for giving Bank Guarantee of Rs./- (hereafter known as the "B. G. Amount") valid up to/...../ 20.... (hereafter known as the "Validity date") in favour of GMTD BSNL Nashik O/o G.M.Telecom, BSNL, 'Sanchar Bhavan', Sir Vishweshwaraiya Marg, Nashik-2. (Hereafter referred to as BSNL) for participation in the tender of work of vide tender no.
Now at the request of the Bidder, We BankBranch having
(Address) and Regd. office address as
.....
..... (Hereinafter called 'the Bank') agrees to give this guarantee as hereinafter contained:
2. We the Bank do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the BSNL stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the BSNL by reason of breach by the said bidder(s) of any of terms or conditions contained in the said Agreement or by reason of the bidder (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 BSNL 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 the "B. G. Amount".
3. We undertake to pay to the BSNL any money so demanded notwithstanding any dispute or disputes raised by the bidder(s) in any suit or proceeding before any court or tribunal relating thereto our liability under this 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 and the bidder(s) shall have no claim against us for making such payment.
4. We the Bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the BSNL under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till BSNL Certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said bidder(s) and accordingly discharge this guarantee. Unless a demand or claim under this guarantee is made on us in writing or before the expiry of Validity date from the date hereof, we shall be discharged from all liability under this guarantee thereafter.

5. We the Bank further agree with the BSNL that the BSNL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said bidder(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the BSNL against the said bidder(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 Bidder(s) or for any forbearance, act or omission on the part of the BSNL or any indulgence by the BSNL to the said bidder(s) 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. Notwithstanding anything herein contained;

(a)The liability of the Bank under this guarantee is restricted to the "B. G. Amount" and it will remain in force up to its Validity date specified above.

(b)The guarantee shall stand completely discharged and all rights of the BSNL under this Guarantee shall be extinguished if no claim or demand is made on us in writing on or before its validity date.

7. In case BSNL demands for any money under this bank guarantee, the same shall be paid through banker's Cheque in favour of "AO (Cash) BSNL, Nashik" payable at NASHIK.

8. The Bank guarantees that the below mentioned officer who have signed it on behalf of the Bank have authority to give this guarantee under its delegated power.

Place:

Date:

(Signature of the Bank Officer)

Rubber stamp of the bank

Authorized Power of Attorney Number:

.....

Name of the Bank officer:

.....

Designation:

Complete Postal address of Bank:

.....

Telephone Numbers

Fax numbers

SECTION-XII

PROFORMA FOR AGREEMENT

This agreement is made on this.....day of (month)..... (Year).....
between M/s

..... herein after called "The Contractor" (Which expression shall unless excluded by or repugnant to the context, include its successors, heir, executors, administrative representative and assignee) of the one part & the GMTD BSNL NASHIK here in after referred to as the BSNL, of other part.

Where as the contractor has offered to enter into contract with the said BSNL for the execution of work, as described in tender documents on the terms and conditions herein contained and the rates approved by the BSNL, have been duly accepted and where as the necessary security deposits have been furnished in accordance with the provisions of the tender document and whereas no interest will be claimed on the security deposits.

Now these presents witness and it is hereby agreed and declared by and between the parties to these presents as follows.

1) The contractor shall, during the period of this contract that is to say fromto or completion of work of 'Printing of Telephone/ Mobile /CDMA Bills in Nashik SSA as per Tender No. MM/Bill Printing/2013-14/9 for Rs_____ (In words) _____

whichever is earlier or until this contract shall be determined by such notice as is hereinafter mentioned, safely carryout, by means of labours employed at his own expenses and by means of tools, implements and equipment etc to be supplied by him to his labour at his own expenses, other associated works as described in tender documents, when the BSNL or General Manager Telecom District Nashik or any other persons authorized by General Manager Telecom Nashik in that behalf require. It is understood by the contractor that the quantity of work mentioned on the schedule is likely to change as per actual requirements as demanded by exigencies of service.

2) The NIT (notice inviting tender), Bid documents (Technical and Financial), letter of intent, approved rates, annexed hereto and such other additional particulars, instructions, drawings, work orders as may be found requisite to be given during execution of the work shall be deemed and taken to be an integral part of the contract and shall also be deemed to be included in the expression "The Agreement" or "The Contract" wherever herein used.

3) The contractor shall also supply the requisite number of workmen with means & materials as well as tools, appliances, machines, implements, vehicles for transportation, cartage etc. required for the proper execution of work within the time prescribed in the work orders.

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- 4) The contractor hereby declares that nobody connected with or in the employment of the BSNL of Telecommunications/DTS is not/shall not ever be admitted as partner in the contract.
- 5) The contractor shall abide by the terms and conditions, rules, guidelines, construction practices, safety precautions etc. stipulated in the tender document including any correspondence between the contractor and the BSNL having bearing on execution of work and payments of work to be done under the contract.

In witness whereof the party's presents have here into set there respective hands and seals the day and year in _____

Above written :

Signed sealed & Delivered by
the above named Contractor inthe presence of.

Witness :

1

2

Signed & Delivered on behalf
of the BSNL by the

Witness :

1

2

SECTION-XIII

PRICE SCHEDULE FOR BILL PRINTING

To,

The Assistant General Manager (MM),
O/o G.M.Telecom.District,'Sanchar-Bhavan', Sir Vishweshwaraiya Marg, Nashik-2.

Subject :- Financial-Bid for 'Printing of Telephone/Mobile/CDMA Bills in Nashik SSA'.

Reference:- Tender No. MM/Bill Printing/2013-14/9 , dated at Nashik, the 06.09.2013.

Dear Sir,

Having examined the Bid Document, Terms & Conditions, stipulated therein, specification of Work etc.; we the undersigned offer to execute the tender work in conformity with the said specifications & conditions of contract at the rates quoted as under:

Sl No.	Particulars	Total Annual Requirement of Print Image	Price Per image in Rs.	Total Annual Cost in Rs.
		A	B	C=[A X B]
	Printing of Telephone / Mobile/ CDMA Bills on Pre-printed/ Plain Stationery Paper	32,55,432 Nos.	In Figures-	In Figures-
			In Words-	In Words-

Note:-

- 1] The Price Bid should be submitted in the given format only.
- 2] Price should be given in figures and words. Overwriting is not allowed. In case of correction, it should be initialled/signed by the tenderer. If there is discrepancy in quoted rate in figure and words, the rate quoted in the words will prevail.
- 3] Rate should be inclusive of all Material, Labour charges, Levies and Taxes, Excise Duty Transportation, Insurance, Freight. Packing and Delivery, & any other charges and exclusive of Service Tax + Education Cess & Octroi.
- 4] P.O. will be issued as per actual requirement.
- 5] BSNL will not be responsible for any loss suffered due to increase or decrease in quantity mentioned in price schedule.

If our Bid is accepted, we shall submit the security deposit as per conditions mentioned in the contract.

We agree to abide by this Bid for a period of 210 days from the date of opening of Financial Bid and it shall remain binding upon us & may be accepted at any time before the expiry of that period.

Date-
Place-

Signature of Tenderer
Name & Designation
stamp

.....end.....