



BSNL
Connecting India

BHARAT SANCHAR NIGAM LIMITED
(A Government of India Enterprise)
Orissa Circle.

TENDER DOCUMENT FOR

Printing & Supply of Posters, Leaflets, Danglers, Booklets, Handbills, Mobile Application Forms, Envelopes and PVC/ Foam banners etc.

TENDER NO-OR/CM/SM/PRINTING TENDER/10-11/1 Dated at Bhubaneswar the 06/4/2010

LAST DATE & TIME FOR SUBMISSION: 13.00 Hrs. of 12.05.2010

DATE & TIME OF OPENING OF TECHNICAL BID: 15.00 Hrs. of 12.05.2010

DATE & TIME OF FINANCIAL BID OPENING: 15.00 Hrs. of 18.05.2010

**PLACE OF OPENING: CONFERENCE HALL,
7thFLOOR, IDCO TOWER, BHUBANESWAR-22**

ISSUED BY

MARKETING CELL

**O/o the GM(CM) Orissa Circle,
Bhubaneswar-751022.**

Visit us at: www.orissa.bsnl.co.in

Rs. 520/-

Bharat Sanchar Nigam Limited

(A Government of India Enterprise)

O/o the General Manager, Consumer Mobility, BSNL, Orissa Telecommunication Circle**Marketing Cell****IDCO Tower, Unit-IX, Bhubaneswar-751022.****BID DOCUMENT****TENDER FOR PRINTING & SUPPLY OF**

1. *Posters.*
2. *Leaflets.*
3. *Booklet*
4. *Mobile Application Forms*
5. *Envelopes*
6. *Handbills*
7. *Danglers*
8. *PVC/ Foam Banners.*

TENDER NO-OR/CM/SM/PRINTING TENDER/10-11/1 Dated at Bhubaneswar the 6/4/2010

PART-A “TECHNICAL BID

Particulars of issue of Tender documents	
Payment of cost of Tender document- Rs. 520/-	Particulars of DD number and date.
Name of the tenderer:	

AGM (S&M)

O/o the G.M.(CM) BSNL

Orissa Telecommunications Circle, Bhubaneswar.

PLEASE VISIT US AT
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SECTION I

**BHARAT SANCHAR NIGAM LIMITED.**

(A GOVT.OF INDIA ENTERPRISE)

Office of the GM, Consumer Mobility, Orissa Telecom Circle, Bhubaneswar-751001**NOTICE INVITING TENDER****TENDER FOR PRINTING & SUPPLY OF Publicity (POP) Material for BSNL****Letter No: - OR/CM/SM/PRINTING TENDER/10-11/1 Dated at Bhubaneswar the 6/4/2010**

On behalf of the CGMT Orissa Circle, BSNL HQrs, New Delhi wax sealed tenders are invited by the CGMT, Orissa from the registered printers/ firms for the Printing and supply of following category of items as per details below.

Sl. No	Name of the Item	Total Annual Requirement (in Nos.)	Total Estimated Cost. (in Rs.)	Amount of EMD (in Rs)
1	2	3	4	5
1	Posters	40,000	50,00,000	1,00,000
2	Leaflets	3,00,000		
3	Booklet	30,000		
4	Envelope	8,50,000		
5	Application Forms (Mobile Prepaid + Postpaid)	8,50,000		
6	Handbills	2,00,000		
7	Danglers Size 1/4 Demy	10,000		
8	PVC/ Foam banners	30,000		
	TOTAL	23,10,000		

Tender form can be obtained from AGM (Sales & Mktg.), O/o GM, CM, BSNL Orissa circle, 7th floor, IDCO Tower, Unit-IX, Bhubaneswar-22 by submitting the Demand Draft of Rs. 520/-from any scheduled bank in favour of A.O. (Cash), O/o the GM, CMTS, BSNL Orissa, Bhubaneswar-22 Payable at Bhubaneswar. Last date for submission of tender document is 13:00 hrs of 12.05.2010. Tender document can also be downloaded from our website www.orissa.bsnl.co.in.

AGM (S&M)
O/o the GM(CM), BSNL Orissa
Bhubaneswar-22
Tel No:- (0674)2540179

SECTION II**INSTRUCTIONS TO BIDDERS****A. INTRODUCTION****1. DEFINITIONS:**

- (a) "The Purchaser" means Bharat Sanchar Nigam Limited **Orissa Telecom Circle, Bhubaneswar.**
- (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 supplying the goods under the contract.
- (d) "The Goods" means all the publicity materials, which the supplier is required to be printed & supplied to the Purchaser under the contract.
- (e) "Advance Purchase Order (APO)" means the intention of purchaser to place P.O. on the bidder.
- (f) "The Purchase Order" means the order placed by the Purchaser on the Supplier signed by the Purchaser including all attachments and appendices thereto and all documents incorporated by reference therein. The Purchase Order shall be deemed as "Contract" appearing in the document.
- (g) "The Contract Price" means the price payable to the Supplier under the purchase order for the full and proper performance of its contractual obligations.
- (h) "Validation" is a process of testing the materials as per the specifications including requirement for use in BSNL network. Validation is carried out in simulated field environment and includes stability, reliability and environmental tests.

2. COST OF BIDDING:

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

B. THE BID DOCUMENTS:**3. BID DOCUMENTS:**

- 3.1 The goods required, bidding procedures and contract terms are prescribed in the Bid Documents. The Bid Documents include:
 - a) Notice Inviting Tender.
 - b) Instruction to Bidders
 - c) General Conditions (Commercial) of the Contract
 - d) Special Conditions of Contract
 - e) Bid Form
 - f) Price schedule.
 - g) Bid Security (EMD) in the form of DD
 - h) Performance Security Bond Form (In form of Performance Bank Guarantee).
 - i) Letter of authorization to attend Bid opening.
 - j) Undertaking in respect of non-working of relatives in BSNL.
- 3.2 The Bidder is expected to examine all instructions, forms, terms and specifications in the Bid Documents. **Failure to furnish all information required as per the Bid Documents or submission of Bids not substantially responsive to the Bid Documents in every respect will be at the bidder's risk and shall result in rejection of the bid.**

4. CLARIFICATION OF BID DOCUMENTS:

- 4.1 A prospective bidder, requiring any clarification of the Bid Documents shall notify the Purchaser in writing or by FAX at the Purchaser's mailing address indicated in the Invitation for Bids. The Purchaser shall respond in writing to any request for clarification of the Bid Documents, which it receives **not later than 15 (Fifteen) days prior to the date for the submission of bids**. Copies of the query (without identifying the source) and clarifications by the Purchaser shall be sent individually to all the prospective bidders who have received the bid documents.
- 4.2 Any clarification issued by BSNL in response to query raised by prospective bidders shall form an integral part of bid documents and it may amount an amendment of relevant clauses of the bid document.

5 AMENDMENT OF BID DOCUMENTS:

- 5.1 At any time, prior to the date for submission of bids, the Purchaser may, for any reason whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the bid documents by amendments.
- 5.2 The amendments shall be notified in writing or by FAX to all prospective bidders on the address intimated at the time of purchase of bid document from the purchaser and these amendments will be binding on them.
- 5.3 In order to afford prospective bidders reasonable time to take the amendments into account in preparing their bids, the Purchaser may, at its discretion, extend the deadline for the submission of bids suitably.

C. PREPARATION OF BIDS:**6 DOCUMENTS COMPRISING THE BID:**

It is a two bid system and the bid prepared by the bidder shall comprise the following components:

- i) **TECHNICAL BID:** Technical bid shall comprise the following components:
- a) Documentary evidence established as per clause no. 9 of section-II that the bidder is eligible to bid and is qualified to perform the contract if his bid is accepted.
 - b) Bid Security (EMD) in the form of DD.
- ii) **FINANCIAL BID:** Financial bid shall comprise the completed "**PRICE SCHEDULE**" in accordance with Annexure-4.

7 BID FORM:

The bidder shall complete the Bid Form and the appropriate Price schedule furnished in the Bid Documents, indicating the materials to be supplied, a brief description of the materials, quantity and prices as per the "**specification**" & "**schedule of requirement**".

8 BID PRICES:

- 8.1 The bidder shall give the total composite price inclusive of all levies & taxes i.e. Sales Tax and Excise, packing, forwarding, freight and insurance charges etc but exclusive of Octroi/Entry Tax. Octroi/Entry Tax shall be reimbursable on actual basis on presentation of documentary proof. The basic unit price and other component price need to be individually indicated against the materials under the contract as per financial bid given in Annexure IV. Prices of incidental services should be quoted. The offer shall be firm in Indian Rupees. No foreign exchange will be made available by the purchaser. **Bidders shall have to quote price(s) against all the items, for tenders; where numbers of items are more than one.**

- 8.2 Prices indicated on the Financial bid shall be entered in the following manner.
- (i) The basic unit price (Ex-Factory price) of the goods, Excise duty, Sales Tax, Insurance, Freight and forwarding other levies/taxes already paid or payable by Bidder shall also be quoted separately item wise.
 - (ii) Stores may be delivered to consignee & A.O. (Cash), O/o the GM(CMTS), Orissa circle is to be made the paying authority.
 - (iii) The Suppliers shall quote as per price schedule given in Annexure-4 for the items given in the schedule of requirement.
- 8.3 The prices quoted by the bidder shall remain fixed during the entire period of contract.
- 8.4 The prices quoted by the bidder shall be in sufficient detail to enable the purchaser to arrive at prices of materials offered.
- 8.5 The price approved by BSNL for printing & supply will be inclusive of levies and taxes, packing, forwarding, freight and insurance. Break-up in various heads like ED, Sales Tax, Insurance, Freight and other taxes paid/payable is for the information of the purchaser and any change in these shall have no effect on price during the scheduled period of delivery.

9. ELIGIBILITY/ REQUIREMENT

- (i) **It is a two bid system and the bid prepared by the bidder shall comprise of the technical bid and financial bid. The technical bid and financial bid covers should be wax-sealed separately and both the bid covers should be kept in a third wax sealed cover which is to be dropped in a tender box. The bidder should ensure that all documents are fully authenticated by the authorized signatory under his signature with official seal wherever applicable**
- (ii) The Following documents form part of the bid for eligibility of bidder:
 - A) Technical bid should contain the followings:
 - i. One copy of the complete set of tender documents duly filled in and signed on each page
 - ii. Tender Cost of Rs. 520/- (In form of DD) in case the form is downloaded from the website.
 - iii. EMD of Rs. 1,00,000/- (In form of DD)
 - iv. Proof regarding turnover for supply of similar items during the last two financial years i.e. 08-09 & 09-10 of Rs. 25 Lakhs or above each year, duly certified by the Chartered Accountant.
 - v. Experience certificate of supply of similar items to a reputed company/ firm for last year 09-10.
 - vi. 'Power of Attorney' in favour of the signatory signing the tender documents (It is not required in case of proprietor signed himself). Article & Memorandum of association with certificate of Registration in case of limited company or Authenticated copy of Partnership Deed, in case of partnership firm.
 - vii. Undertaking for non working of any relative in BSNL in the prescribed format available in annexure 2.
 - B) Financial bid in Annexure-4 should be submitted in a separate wax sealed cover.

Note:

- **If any one of the above documents required to be submitted along with the technical bid is found wanting, the offer is liable to be rejected at that stage. However, the purchaser may at its discretion call for any clarification regarding the document. The purchaser may also ask for submission of any additional/missing document within a stipulated time period. In such case(s), the bidder shall have to comply the purchaser's requirement within the specified time. In case of non-compliance to such queries, the bid will be out rightly rejected without entertaining further correspondence in this regard.**

10. ISSUE OF BID DOCUMENTS-

Bid document shall be issued during the office hours on all working days from the date of Publication of NIT up to 1 day prior to the date fixed for receipt of Bid Documents.

11. BID DOCUMENTS CAN BE HAD:

- a. From the AGM (Sales & Mktg.) , O/o GM (Consumer Mobility), Orissa Telecom Circle, Bhubaneswar, IDCO Tower, 7th Floor Unit-IX, Bhubaneswar: 751022 on written application along with the cost of Bid document as mentioned at pre pages in the form of DD from any scheduled bank in favour of **Accounts Officer (CASH) BSNL, Office of the GM(CMTS), Orissa, Bhubaneswar** payable at Bhubaneswar.
- b. Eligible bidders can also download the entire bid document from our website www.orissa.bsnl.co.in and submit the same within the scheduled time & date along with the required cost of the bid document as mentioned against the item(s) at pre pages in the form of DD from any scheduled bank in favour of **Accounts Officer (CASH) BSNL, Office of the GM(CMTS), Orissa, Bhubaneswar** payable at Bhubaneswar. The DD towards the cost of bid document and documents confirming to the eligibility criteria are required to be kept in the **"Envelope-A: Technical Bid"**. However intimation in this regard may be sent through Fax No: 0674-2540034 for information of the purchaser to list out their participation.

Section III**1 GENERAL**

A. The specifications of the material to be supplied are mentioned in Annexure - I. Tender form is not exchangeable. No tender will be received in person. **It is to be dropped in tender box** kept for the purpose in O/o the AGM (Sales & Marketing), BSNL Orissa Telecom Circle, IDCO Tower, 7th Floor, Unit-IX, BBSR-751022 or should be received through **registered post** in the office of AGM (Sales & Marketing) before designated time and date. The bid cover should be super scribed with tender no. & date, with name of the firm

B. Submission of tender in response to this tender notice and its acceptance thereof by BSNL will be deemed a VALID CONTRACT and the conditions mentioned in the tender notice will be binding on the bidder.

Conditional tender such as with a mention that increase in market rates or taxes, duties rates charged extra shall stand disqualified and will not be considered.

C. The tender offer and other particulars / information/correspondence should be on the Firm's Letter Head only. In future correspondence, tender notice no. & date may be quoted; failing which correspondence may be ignored.

D. The payment of the bills will be made at the earliest on submission of bill complete in all respects and no other condition(s) for payment including charging of penal interest etc ,will be accepted.

E. Chief General Manager Telecom, Orissa Telecom Circle Bhubaneswar reserves the right to appoint more than one bidder for any of the item proposed to be procured, at L1 rate. If so desired, the quantity ordered shall vary proportionally (L1:L2 = 70:30), if more than one bidder is appointed for printing & supply of tendered item. It is not binding on the CGM Telecom to exactly issue Purchase order for the approved tender quantity of each item and the CGM Telecom shall be having full discretion to foreclose any or all of the tendered items at any time without assigning any reason whatsoever.

F. Quality of material supplied should be strictly as per specifications.

G If the approved bidder fails to carry out the work at the accepted rate and quality within specified time, B S N L Orissa Telecom Circle is free to carry out the work/purchase the material through other agencies during the tender period and excess amount paid to the other Agencies/party will be deducted from Security Deposit or from sources available to the BSNL including pending bills.

H The contract can be terminated at any time without assigning any reason and without notice.

I Any attempt to negotiate directly/indirectly with any authority to which he has submitted his tender offer or the authority which is competent finally to accept tender or any endeavor to secure any interest for an actual or prospective bidder will render the tender, liable for cancellation/rejection from consideration.

J The Chief General Manager , Orissa Telecom Circle, Bhubaneswar-751001reserves the right to reject any or all tenders in whole or in a part without assigning any reasons and he is not bound to accept the lowest rate offered. Also he reserves all the rights to purchase full or in piecemeal quantity of material or not to purchase any quantity mentioned in the tender.

K The bidders should sign the declaration with rubber stamp/office seal along with the date (Section IV).

L The bidder should give a certificate that none of his/her near relative is working in the BSNL units where he/she is going to apply for the tender. In case of proprietorship firm, certificate will be given by the proprietor. For the 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 institutions nominees and independent non-official part time directors appointed by Government 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 and bid security will be forfeited at any stage whenever it is noticed and BSNL will not pay any damage to the company or the firm or the concerned person

The company or firm or the person will also be debarred for further participation in the concerned unit.

The near relatives for this purpose are defined as:-

- (a) Members of a Hindu undivided family.
- (b) They are husband & wife.
- (c) The one is related to the other in the manner as Father, Mother, Son(s) and 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)

2 EARNEST MONEY DEPOSIT

- A. EMD should be annexed to the tender document in form of demand draft of any scheduled Bank, payable at Bhubaneswar in favour of AO (Cash), BSNL, O/o GM (CM), Bhubaneswar. DD of other than scheduled Bank will not be accepted and the bid may be rejected.
- B. The DD should be annexed in original with tender booklet, failing, which the tender shall be liable for rejection. The amount of EMD bears no interest and will be refunded to the all bidders after finalization of the tender in due course.

3 SECURITY DEPOSIT (Performance Guarantee)

- A. The approved Bidder will have to credit **5 % of tender value** as security deposit either in the form of DD issued by scheduled bank in favor of AO (Cash), BSNL, O/o GM (CM), Bhubaneswar or the Performance Bank guarantee from a scheduled Bank only (valid for 18 months from the date of issue of BG), within 10 working days from the date of issue of Letter of Intent.
- B. Security deposit will not carry any interest and will be refunded after six months from expiry of contract period or after the guarantee period which ever is later, NSIC registered printers/bidder should submit latest registration issued, for printing items for the exemption of earnest money / security deposit.
- C. EMD/Security deposit is liable to be FORFEITED, if the bidder.
 - (1) Fails to supply the required/called documents/samples within time limit.
 - (2) Withdraw tender offer before finalization of the same.
 - (3) Fails to accept the tender offer in part or full if his/their tender is accepted.
 - (4) Fails to pay security deposit/Provide Performance guarantee within stipulated time limit.
 - (5) Fails to execute the agreement within stipulated time limit.
 - (6) Fails to supply full quantity of the materials of the approved quality/carry out the work.
 - (7) Fails to carry out the work within the specified period.

4 QUANTUM OF WORK & MINIMUM BATCH OF MATERIAL SUPPLY

A. Total estimated requirement for the tendered items is given below which may vary as per the actual requirement. The successful bidder shall undertake to fulfill commitment to this extent if so called for. The requirements indicated below shall vary as per designs and printing orders will be issued as per requirements in Minimum a batch of quantity mentioned against each item as applicable time to time. The total quantum of work orders issued under this contract will depend on **actual requirement which may vary upto $\pm 25\%$ from approximate quantity indicated below.**

Schedule of Requirements:

Item	Specification with size	Total annual requirements (in Nos.)	Minimum requirements per design to be supplied in phase wise (in Nos.)		
Posters	130 GSM and Size 17`` X 22``	40,000	500	1,000	2,000
Leaflets	170 GSM & Size 20cm X 9.5cm	25,000	2,000	4,000	6,000
	170 GSM & 20cm X 19cm (Single fold)	25,000	2,000	4,000	6,000
	130 GSM & Size 20cm X 19 cm	50,000	2,000	4,000	6,000
	130 GSM & Size 20cm X 9.5 cm	2,00,000	5,000	10,000	15,000
Booklet (CSC)	Cover-170 GSM, Innerpage-90 GSM & size 17.5 cm X 9 cm, 36 Pages	10,000	2,000	3,000	5,000
Booklet Colored (Mobile)	9 cm X 11.5 cm, 90 GSM, Inner 36 pages, Cover-170 GSM, Glossy	20,000	10,000	25,000	50,000
Envelope for Leaflets	90 GSM & Size 22 cm X 10 cm	50,000	5,000	10,000	15,000
Envelope for Welcome Kit	10 cm X 14 cm, 220 GSM, Glossy with Gum for Sealing	8,00,000	20,000	50,000	1,00,000
Application Forms (Mobile Prepaid & Postpaid)	70 GSM, Map litho & 1/4 Demy Size	8,50,000	20,000	50,000	1,00,000
Danglers	300 GSM & 1/4 Demy Size	10,000	500	1,000	2,000
Handbills	50 GSM Colour & Size 20 cm X 13.5 cm	2,00,000	10,000	20,000	30,000
PVC/ Foam Banners	12 Micron, Eye letting at four corners/ Stitching with folding at both sides for stick hanging, Size 24`` X 48``	30,000	100	250	1,000

5. RATE

- (a) **The rate must be quoted per minimum batch mentioned in the schedule of requirement as above against each item in the financial bid forms enclosed in the tender document as per the size & specification given. The rate should be inclusive of all type of taxes, Charges, levies, and transportation etc and for delivery to designated consignee of 13 telecom districts within Orissa Telecom Circle and Circle Marketing Cell, Bhubaneswar.**
- (b) The rate should be quoted in words and figures in English without any overwriting, correction, error, omission, etc. Corrections, if any, should be properly attested by the bidder.

- (c) The tender with rate quoted in other than Financial Bid, in the tender document, is liable for rejection summarily.
- (d) The rate quoted by the bidder should be firm, final and valid for one year from date of issue of Letter of Intent. CGMT will have discretion to extend the validity of rate contract for additional one year on the same terms and conditions.

* **For different size/ GSM of materials other than mentioned in the above specification, the rate will be fixed proportionately as per the quoted rate if required.**

6. Evaluation

The ranking shall be based on the composite basis of prices of goods offered in financial bid of this document.

7. Profile of Bidder and Printing machine specifications

Bidder should submit company profile and the detail specifications of the machine along with bid. The address, telephone no/Mobile no of company and location detail/Address of printing machinery may be submitted in the profile by bidder.

8. Delivery

- A. The material should be delivered within 15-days or as specified in purchase order from the date of issue, to the designated consignee, in Orissa Telecom Circle.
- B. The quality of material should be same as that of the specification and sample approved. In case of supply of inferior quality material the whole lot will be rejected and if used or partially used/issued, such material will not be returned back and no payment will be done against this supply. The supplier, shall if called for, provide the proof for verification before starting the actual delivery.
- C. Liquidated damages.

The date of delivery of the material stipulated in the Letter of Intent/Purchase order of the tender should be deemed to be the essence of this contract and delivery must be completed not later than the dates specified therein. Extension will not be given except in exceptional circumstances. Should the supplier fails to deliver the material within the period prescribed for delivery, the purchaser shall be entitled to recover 0.5% of the value of the delayed supply for each week of delay or part thereof of period up to 4 weeks and thereafter the security deposit of tenderer will be forfeited.

- 9: The designs, drawing, samples or any other technical information given by the BSNL for supply of goods ordered should not be disclosed to any other party and should not be utilized for manufacturing same or similar goods of any other company and should be returned to the BSNL on demand.
 - A. Without the prior written consent of the purchaser, supplier shall not disclose any commercial, technical or other information furnished by the purchaser pursuant to this agreement.
 - B. Without the prior written consent of purchaser, supplier shall not use or caused to be used the information furnished by the purchaser under this agreement for any purpose other than for the purpose of this agreement.

- 10: The goods manufactured by the supplier from the data, drawing, designs Furnished by the BSNL must not be sold or divulged to any other party. If the supplier manufactures excess quantity then the order placed with him, he shall reserve the same for ultimate sale to the BSNL on its demand. On no account the supplier will sell the goods to any other party except with the written consent of the company. The same condition applies to the supplies rejected by the BSNL at various stages.

11: Trade Marks of which the company is either registered proprietor or registered user shall, if so approved by the company, be used only on the material to be supplied to the company and the manner provided. Their use, colorful or otherwise in any manner in relation to the products of the supplier not for use by the company shall be strictly prohibited and in the case of violation of this condition the supplier shall be liable to legal action.

12: Payment Terms:

Payment of the price shall be made on receipt of material in good condition by the consignee. For claiming this payment the following documents are to be submitted to the paying authority: Subject to satisfaction of the users' requirements.

- a. Invoice in duplicate
- b. Delivery Challan
- c. Consignee receipt that the materials received in good condition.
- d. Authenticated copy of Purchase order issued.

13: Force Majeure

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

14. Arbitration clause:

In the event of any question, dispute or difference arising under this agreement or in connection therewith (Except as to matters the decision of which is specifically provided under this agreement) the same shall be referred to the sole arbitrators of the C.G.M.T., Orissa Circle Bhubaneswar or incase his designation is changed or his office is abolished then in such case to the sole arbitrator of the office for the time being entrusted (whether in addition to his own duties or other wise) with the functions of the C.G.M.T., Orissa Circle Bhubaneswar or by whatever designation such officers may be called (herein after referred to as the said officer) and if the C.G.M.T. or the said officer is unable or unwilling to act as such then sole Arbitration of some other person appointed by CGMT or the said officer. The agreement to appoint an arbitrator will be in accordance with the Arbitration and conciliation Act, 1996. There will be no objection to any such appointment on the ground that the arbitrator is a Government servant or the servant of the BSNL or that he has to deal with the matter to which the agreement relates or that in the course of his duties as Government servant, or being servant of the BSNL he has to express views, on all or any of the matter under dispute. The award of the arbitrator shall be final and binding on the parties to the agreement. In the event of such arbitrator to whom the matter is originally referred, being transferred or vacating his office, or being unable to Act for any reasons whatsoever CGMT. Orissa Circle, Bhubaneswar or the said officer shall appoint another person to act as arbitrator in accordance with the terms of this agreement and the person so appointed shall be entitled to proceed from the stage at which it was left out by his predecessor.

The arbitrator may from time to time with the consent of the parties enlarge the time for making and publishing the award, subject to the aforesaid Arbitration and Conciliation Act, 1996 and the rules made there under, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceedings under this clause. The venue of the arbitration proceedings shall be the office of Chief General Manager Telecom., Orissa Circle Bhubaneswar or such other places as the arbitrator may decide.

The tenderer shall warrant that item to be supplied shall be new and free from all defect and fault in material, workmanship and manufacture and shall be of the highest grade of consistent with established and generally accepted standard for material of the type ordered. The material supplied must be as per specification & term and condition laid down in tender, if it is not so, the same must be supplied by the bidder to whom P. O. issued at free of cost and without transportation charges at site including freight, insurance and other incidental charges. The items shall be dispatched to the consignee earliest.

15. The bidder should give a certificate that none of his/her near relative is working in the units given below where he/she is going to apply for the tender. In case of proprietorship firm, certificate will be given by the proprietor.

For the 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 institutions nominees and independent non-official part time directors appointed by Government 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 and bid security will be forfeited at any stage whenever it is noticed and BSNL will not pay any damage to the company or the firm or the concerned person

The company or firm or the person will also be debarred for further participation in the concerned unit.

The near relatives for this purpose are defined as:-

- Members of a Hindu undivided family.
- They are husband & wife.
- The one is related to the other in the manner as Father, Mother, Son(s) and 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)

TECHNICAL BID FORM

(All entries in English only)

To

The G M (Consumer Mobility), BSNL
Orissa Circle Bhubaneswar – 751 001

Sir,

In response to your NIT letter No. OR/CM/SM/PRINTING TENDER/10-11/1 dated at Bhubaneswar2010, I/ We _____ hereby submit my/ our profile and other information as hereunder.

1. NAME AND ADDRESS OF THE FIRM
2. WHETHER THE FIRM IS AN INDIVIDUAL / PARTNERSHIP FIRM / PUBLIC / PVT. LTD. COMPANY.
3. PARTICULARS OF EMD:- DD NO.-----, DATED-----,
NAME OF BANK -----, AMOUNT-----
4. TURNOVER DURING
(A) 2008-09 (Duly certified & attested by the Chartered Accountant)
2009-10
5. (i) POWER OF ATTORNEY (If required) OR (ii) ARTICLE & MEMORANDUM OF ASSOCIATION with certificate of Registration in case of limited company & PARTNERSHIP DEED in case of partnership firm
6. EXPERIENCE CERTIFICATE REGARDING SUPPLY OF SIMILAR ITEMS TO REPUTED COMPANY/FIRM FOR LAST YEAR 09-10
7. DETAILS OF INFRASTRUCTURE AVAILABLE WITH THE FIRM
8. UNDERTAKING FOR NON-WORKING OF ANY RELATIVE IN BSNL

I hereby declare that the statements / information given above are true to the best of my knowledge and belief.

Yours faithfully

Section - IV**SPECIAL CONDITIONS OF THE CONTRACT**

- A** These special conditions of contract shall supplement the Instructions to the Bidders as above. Wherever there is a conflict, the provisions herein shall prevail over the provisions of general terms and conditions. The Bid shall be in two parts i.e. Technical and Financial.

The bids not accompanied with documents as mentioned in section-II (Checklist) shall be rejected. Bids, which fulfill the conditions as mentioned, only will be considered at the time of evaluation.

The Bids fulfilling the conditions will be evaluated separately for each item mentioned in the Annexure-I. The CGMT may approve separate bidders for supply of different items.

B ELIGIBLE & ESTABLISHED SUPPLIERS

- 1: The bidder may be an owner of a printing press or may be a supplier of similar type of material as mentioned in the section-I.
- 2: Bidder must have experience in job of printing and supply of tendered items for last year.
- 3: Minimum turn over of Rs 25 Lacs per annum in business of printing in the last two financial years duly certified by a chartered Account. Submission of CAs report/P&L statement is mandatory.
- 4: The issue of letter of intent shall constitute the intention of BSNL to enter into the contract with the bidder.
- 5: The Earnest Money deposit shall be discharged only after the successful bidder furnishes the requisite performance bank guarantee as per the time schedule given in the letter of intent.

C PERIOD OF VALIDITY OF BIDS

Irrespective of any other Clause appearing elsewhere in the Bid Document the validity of the bid shall be as **210 days** from the date of opening of the tender.

D BID SECURITY/EMD

Bid Security as stipulated in the notice inviting tender, shall be furnished by the bidder for the requisite amount in the nature of a Crossed Demand Draft drawn in favor of Account Officer (cash) O/o: G M (CM) , BSNL Orissa Circle Bhubaneswar issued by a scheduled Bank payable at Bhubaneswar. The DD should be annexed in original with tender, failing, which the tender shall be liable for rejection **The Earnest Money** (Bid Security) shall be discharged in r/o the successful bidder after furnishing the Performance Security Deposit (DD from scheduled Bank) in prescribed format.

E. PERFORMANCE SECURITY DEPOSIT

The approved bidder will have to deposit 5 % of tender value as security deposit in form of DD from scheduled Bank in favour of A. O. (cash), O/O GM(CM), BSNL Orissa Telecom Circle, Bhubaneswar. In case the successful bidder is desiring to submit a performance bank guarantee, the PBG shall be valid for 18 months from the date of issue of Letter of Intent/date of issue of Performance bank guarantee by the concerned scheduled bank whichever is later.

I agree to abide by the above-narrated Special conditions of Contract.

SECTION V

PERFORMANCE SECURITY GUARANTEE (BOND FORM)

In consideration of the CMD, Bharat Sanchar Nigam Ltd having agreed to exempt (hereinafter called the "Contractor(s) ") from the demand, under the terms and conditions of an agreement/Purchaser Order) No. Dated..... made between and for for the supply of (hereinafter called the "the said agreement"), of security deposit for the due fulfillment by the said Contractor (s) of the terms and conditions contained in the said Agreement, on production of a bank guarantee for we, (Name of the Bank) (Hereinafter referred to as "the Bank") at the request of (contractor(s) do hereby undertake to pay to the BSNL an amount not exceeding against any loss or damage caused to or suffered or would be caused to or suffered by the BSNL by reason or any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement.

2. We (Name of the Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the BSNL stating that he 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 contractor(s) of any of terms or conditions contained in the said Agreement or by reason of the contractor (s) failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where the decision of the BSNL in these counts shall be final and binding on the bank. However, out liability under this guarantee shall be restricted to al amount not exceeding

3. We undertake to pay to the BSNL any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) / suppliers 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 contractor(s) / supplier(s) shall have no claim against us for making such payment.

4. We (name of the Bank) further agree that the guarantee herein contained shall remain in full force and effect 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 (Office /BSNL) Certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said contractor(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 ONE YEAR from the date hereof, we shall be discharged from all liability under this guarantee thereafter.

5. We (name of 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 contractor(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 and said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act or omission on the part of the BSNL or any indulgence by the BSNL to the said contractor(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. This guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s) / supplier(s).

7. We (Name of the Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the BSNL in writing.

Dated the date

For

(Indicate the name of the Bank)

ANNEXURE – 1

SPECIFICATIONS

Specification(s) of different PoP Materials				
Item	Paper/Material (Imported Art Paper Glossy)	Size	Printing	Remarks
Posters	130 GSM	17'' X 22''	Four colour, front side	Lamination on front side. Strip gumming 1½'' width at Top and Bottom
Leaflets	130 GSM	20 cm X 9.5 cm	Four colour, both sides	Open
	170 GSM	20 cm X 19 cm		Single fold
Booklet (CSC)	Cover – 170 GSM Inner page – 90 GSM36 pages	17.5 cm X 9 cm	Four colour, both sides	4 pages cover 36 pages inner
Booklet (Mobile)	Cover – 170 GSM Inner page – 90 GSM36 pages	9 cm X 11.5 cm	Multi colour, both sides	4 pages cover 36 pages inner
Envelope	90 GSM	22 cm X 10 cm	Four colour, Single side	
	220 GSM	10 cm X 14 cm	Four colour, Single side	Glossy, With Gum for Sealing
Application Forms (Mobile Prepaid & Postpaid)	70 GSM Map litho	1/4 Demy size	four colour, Both side	The forms shall be folded & inserted in the envelope for welcome kit.
Handbills	50 GSM (Colour)	20 cm X 13.5 cm	Single colour, Single side	Open
Danglers	300 GSM	1/4 Demy size	Four colour, both sides	Lamination both side, Dipunch with tagging.
Banners	PVC/ Foam 12 Micron	24'' X 48''	Four colour, Single side	Eye letting in four corners & side Stitching with folding at both sides for stick hanging

N.B. 1) For different size/ GSM of materials other than mentioned in the above specification, the rate will be fixed proportionately as per the quoted rate if required.

2) Samples are available at the marketing cell, 7th floor, IDCO Tower , Bhubaneswar-22 which can be seen before submitting the tender document.

Annexure-2

UNDERTAKING

(To be submitted by the bidder * along with the bid)

I, _____,

S/o _____,

resident of _____ do hereby certify that none of my relative(s) as defined in the tender document in item no. 1 L of Section III is/are employed in BSNL unit as per details 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.

*** For partnership firm certificate will be given by all the partners and in case of limited company by all the Directors of the company.**

Annexure-3

LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

To reach AGM (Mktg.), O/o G M, Consumer Mobility, Orissa Telecom Circle, Bhubaneswar on or before the date of Bid opening

To

**The AGM (Sales & Mktg.)
Office of the G M Consumer Mobility
Orissa Circle, Bhubaneswar – 751 022**

Sub: - Authorization for attending bid opening on ----- (date) in the Tender of-----

-----.

Sir,

Following persons are hereby authorized to attend the Bid opening for the Tender mentioned above on behalf of ----- (Bidder) in order of preference given below:-

Order of preference	Name	Specimen signature
1.		
2.		
Alternate Member		

Signatures of Bidder
Or
Officer Authorized to sign
The Bid documents on behalf
of the Bidder.

Note: - Maximum of two representatives will be permitted to attend the opening. In case where it is restricted to one first preference will be allowed. Alternate representative will be permitted when the regular representatives are not able to attend.

Permission for entry to the hall where bids are opened may be refused in case authorization as prescribed above is not furnished.

Annexure-4
Financial Bid

(Page-21 & 22)

Name & Address of Bidder: _____

Tender Number: _____

Price schedule for Printing & Supply of (1) Posters, (2) Leaflets (3) Booklet (CSC Guide/ Mobile Information Brochure) (4) Envelope for Booklet, Welcome kit (5) Dangers (6) Handbills (7) PVC/ Foam Banners.

Sl No	Items	Specification (Paper/ Material (Imported Paper Glossy) /Size Art	Total Quantity of annual requirement (in nos.)	Rate for Minimum Slab of Requirement (in Rs.)				Total cost for annual requirement (in Rs.)		
				e	f	g	h = e+f+g			
a	b	c	d	e	f	g	h = e+f+g	i		
1	Posters	130 GSM 17'' X 22''	40,000	500 Nos.	1000 Nos.	2000 Nos.	Total cost of minimum requirement	Annual cost = (h / 3500) X d		
2	Leaflets			2000 Nos.	4000 Nos.	6000 Nos.	Total cost of minimum requirement	Annual cost = (h / 12000) X d		
3	Booklet			2000 Nos.	3000 Nos.	5000 Nos.	Total cost of minimum requirement	Annual cost = (h / 10000) X d		
				Cover – 170 GSM Inner page 90 GSM glossy 17.5 cm X 9 cm, 36 pages	10,000					
						10000 Nos.	25,000 Nos.	50,000 Nos.	Total cost of minimum requirement	Annual cost = (h / 85000) X d
Cover-170 GSM 9cm X 11.5 cm Inner page-90 GSM Glossy 36 pages	20,000									

Sl No	Items	Specification (Paper/ Material (Imported Art Paper Glossy)) /Size	Total Quantity of annual requirement (in nos.)	Rate for Minimum Slab of Requirement (in Rs.)				Total cost for annual requirement (in Rs.)
				e	f	g	h = e+f+g	
a	b	c	d	e	f	g	h = e+f+g	i
4	Envelope			5000 Nos.	10000 Nos.	15000 Nos.	Total cost of minimum requirement	Annual cost = (h / 30000) X d
		90 GSM 22 cm X 10 cm	50,000					
				20,000 Nos.	50,000 Nos.	1,00,000 Nos.	Total cost of minimum requirement	Annual cost = (h / 170000) X d
		10 cm X 14 cm 220 GSM Glossy with Gum for Sealing	8,00,000					
5	Mobile Application Forms			20,000 Nos.	50,000 Nos.	1,00,000 Nos.	Total cost of minimum requirement	Annual cost = (h / 170000) X d
		70 GSM Maplitho 1/4 Demy size	8,50,000					
6	Danglers			500 Nos.	1000 Nos.	2000 Nos.	Total cost of minimum requirement	Annual cost = (h / 3500) X d
		300 GSM 1/4 Demy size	10,000					
7	Handbills			10000 Nos.	20000 Nos.	30000 Nos.	Total cost of minimum requirement	Annual cost = (h / 60000) X d
		50 GSM (Colour) 20 cm X 13.5 cm	2,00,000					
8	PVC/ Foam Banners			100 Nos.	250 Nos.	1000 Nos.	Total cost of minimum requirement	Annual cost = (h / 1350) X d
		PVC/ Foam 12 Micron, eye letting in four corners side Stitching with folding at both sides for stick hanging 24`` X 48``	30,000					
GRAND TOTAL								

N.B.

1. The rate must be quoted per minimum batch mentioned in the schedule of requirement as above against each item in the financial bid forms enclosed in the tender document as per the size & specification given. The rate should be inclusive of all type of taxes, Charges, levies, and transportation etc and for delivery to designated consignee of 13 telecom districts within Orissa Telecom Circle and Circle Marketing Cell, Bhubaneswar.

2. For different size/ GSM of materials other than mentioned in the above specification, the rate will be fixed proportionately as per the quoted rate if required.

Read and understood:

Signature/stamp of the Bidder