



BHARAT SANCHAR NIGAM LIMITED
(A Government of India Enterprise)
O/O GENERAL MANAGER CONSUMER MOBILITY
7th FLOOR, IDCO-TOWER,
BHUBANESWAR-22

No. OR/SM/CM//Wall calendar-2011

Dated at Bhubaneswar the 11/10/10

NOTICE INVITING TENDER**Tender for the supply of Wall Calendar & Table Calendar for the year 2011 for BSNL, Orissa Telecom Circle**

Sealed tenders are invited by the GM Consumer mobility, Bhubaneswar – 751022 for and on behalf of BSNL, from reputed printers / publishers of Orissa for the supply of Wall Calendar and Table calendar'2011 for BSNL, Orissa Telecom Circle.

The tender documents along with details, specifications, terms and conditions can be obtained from AGM(Sales& Marketing), O/o the GM Consumer Mobility , IDCO Towers, 7th floor Bhubaneswar-751022 on payment of Rs. 520/- (Rupees Five Hundred and twenty Only) which is non-refundable. The amount of Rs.520/- towards the cost of tender paper is to be paid **in the form of Demand Draft drawn in favour of A.O.(cash), O/o the GM(CMTS), Bhubaneswar** during the office hour on all working days Or alternatively the tender forms can be downloaded from the website: <http://www.orissa.bsnl.co.in>. The downloaded tender documents should be submitted along with the Demand Draft of Rs. 520/- drawn in favour of **A.O.(cash), O/o the GM(CMTS), Bhubaneswar** otherwise the tender forms will be rejected.

DESCRIPTION OF WORK-

ITEM	QUANTITY	APPROXIMATE COST OF WORK	EMD (Rs)	LAST DATE OF SALE OF TENDER FORM	LAST DATE & TIME OF SUBMISSION OF TENDER	DATE & TIME OF OPENING OF TENDER
Printing & supply of Wall Calendar and Table Calendar for BSNL, Orissa Telecom Circle	Wall Calendar - 25000 Nos. Table Calendar- 3000 Nos.	Rs. 9,00,000/-	18000/-	15.11.10	13:00 hrs. of 16.11.10	15:00 hrs of 16.11.10

Tenders shall be accompanied by the Earnest Money Deposit in the form of DD in favour of **A.O.(cash), O/o the GM(CMTS), Bhubaneswar payable at Bhubaneswar-751022** through any Scheduled bank. The GM Consumer Mobility, Bhubaneswar, Orissa reserves the right to cancel or postpone the tender without assigning any reason.

Sd/
AGM (S&M)
O/o GM CM Bhubaneswar

Date
Place

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Signature of bidder
With company seal



BHARAT SANCHAR NIGAM LIMITED
(A Government of India Enterprise)
O/O GENERAL MANAGER CONSUMER MOBILITY
7th FLOOR, IDCO-TOWER, Bhubaneswar-22

TENDER DOCUMENT

INSTRUCTIONS AND GUIDELINES TO TENDERERS:

1. **The Tenderer must carefully read all the terms, conditions and specifications before filling up the tender schedule and his quotation. Tenderers are requested to get well versed with the tender conditions/specifications and guidelines written hereunder.**
2. Tenderers who are bidding for the supply should be Reputed Printers/ Publishers having
 - (i) Experience in the supply of wall Calendar and table calendar to any reputed company for the year 2010.
 - (ii) Minimum annual turnover of Rs. 5 lakhs during the last year (i.e. 09-10 financial year) certified by CA.

GENERAL TERMS USED AND INTERPRETATION:

3. (a) **TENDERER:** Person(s) who are participating in the tender. After finalizing the tender the term Tenderer will also mean the company or person(s) to whom the tender is awarded.
(b) **TENDERER/ SUPPLIER/ CONTRACTOR:** Interchangeable terms used for the company or person(s) to whom the contract is awarded and on whom the purchase order is placed.
(c) **PURCHASER - G.M. Consumer Mobility Bhubaneswar.**

SUBMISSION OF TENDERS:

4. Tenders shall be submitted in the prescribed forms with super scribed '**Tenders for the supply of Wall Calendar and Table Calendar-2011 for Orissa Telecom Circle**'. The bid should be submitted with **EMD of Rs. 18000/-** (in form of DD) from any scheduled bank, otherwise bid will be rejected. The tender forms downloaded from website should be accompanied with **tender cost of Rs. 520/-** in the form of DD from any scheduled bank, if not the bid will be rejected. The document should be submitted in two sealed covers i.e. **technical bid cover & financial bid cover.**

(A) Documents to be submitted with Technical Bid:

The Technical bid is to be submitted in a cover duly sealed with the following documents:

- I. One copy of the complete set of tender documents duly filled in and signed on each page
- II. Experience Certificate for printing of wall calendars for the year 2010 from a reputed firm
- III. Power of attorney (in non-judicial stamp paper of Rs. 100/-) in favor of the signatory signing the bid documents. It is not required in case of proprietary firm if the proprietor himself signs the documents.
- IV. Authenticated copy of Partnership Deed, in case of partnership firm and memorandum of article of association with certificate of registration in case of limited company.
- V. Xerox copy of annual turnover for the last financial year 09-10 certified by CA.
- VI. Undertaking in the prescribed format available in annexure D (certificate regarding non-working of relative in BSNL).
- VII. Sample paper of A4 size as per specification for wall calendar & sample of table calendar one set.
- VIII. Bid document price (If downloaded from website) & EMD may be the part of Annexure-A i.e. Technical Bid Cover
- IX. PAN card and PAN based Service Tax Registration Number.
- X. Sale Tax Registration Number.
- XI. Bidders having Valid NSIC exempted from tender cost and EMD as per rule. The Proof of the same must be produced with the technical bid .

Date
Place

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Signature of bidder
With company seal

Note: If any 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.

(B) Financial bid:

- (i) **The financial bid will be submitted in Annexure-B duly sealed in a cover.**
- (ii) **The rate to be specified shall be inclusive of every thing like tax, transportation charges to BSNL at 13 telecom district HQs and circle office, Bhubaneswar etc.**

(C) Technical bid cover & Financial Bid Cover should be submitted in a single large cover super scribed with "Tender for printing and supply of wall calendar & table calendar-2011 for distribution in Orissa circle" and full address of the bidder should be written on the large cover.

General Terms & conditions:

5. (i) Tender Covers for Financial bid and Technical bid should be clearly super scribed with '**Tender for Financial bid**' or '**Tender for Technical bid**' as the case may be.
- (ii) Both the covers should be sealed separately by the personal seal of the bidder. Only bidders qualified in the technical bid will be considered for financial evaluation
- (iii) ***Tenders received in covers not properly sealed will not be opened or considered.***
- (iv) The full name and address of the tenderer should be written on the bottom left hand corner of the sealed outer cover.
- (v) The GM CM ,BBSR, Orissa inviting the tender reserves the right to reject any or all tenders without assigning any reason whatsoever and he is not bound to accept the lowest tender.
- (vi) The tenderer has to put his Signature with seal on all the pages of the Tender document as a token of having read, understood and accepted all the terms and conditions of the contract/tender mentioned therein. He has to submit this along with his quotation.
- (vii) Any attempt for negotiation direct or indirect on the part of a tenderer with the authority who is competent finally to accept it after he has submitted his tender or endeavours to secure interest for actual or prospective tenderer or to influence by any means the acceptance of the particular tender will render the tender liable to be excluded from consideration.
- (viii) The tenderer will be bound by all terms, conditions and specification as detailed in this Tender.
- (ix) BSNL has the right to amend supply schedule or order minor changes in design/ specification during the validity of the contract. No compensation, whatsoever, shall be payable on this account.
6. **LATE TENDERS:** Tenders received either by post or Courier Service or in person after the specified time will not be opened or considered.
7. **UNDERTAKING:** The bidder should have undertaking that none of his /her near relatives is working in the units as defined below where he/she is going to apply for the tender. In case of proprietorship the proprietor will give undertaking, for partnership firm undertaking will be given by all the partners & in case of limited company by all the directors of the company excluding Govt. of India/Financial Institutions 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 and bid security will be forfeited at any stage when ever it is noticed and BSNL will not pay any damage to the company or the firm or the concerned person.

Date
Place

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Signature of bidder
With company seal

The company or firm or person will also be debarred for further participation in the concerned unit. The near relatives for this purpose are defined as a) Member of a Hindu undivided family b) they are husband & wife c) The one is related to other in the manner as father/Mother/Sons and Son's wife (Daughter in law)/daughters/Daughter's husband (Son-in-law)/Brothers & his wife/Sisters & her husband (In-Laws). The format of the undertaking is given in annexure D.

EMD AND PERFORMANCE SECURITY:

8. (i) EMD: Each sealed tender should be accompanied by EMD of Rs. 18,000/- (Rupees Eighteen thousand only) in the form of crossed **Demand Draft** in favour of **A.O.(cash), O/o the GM(CMTS), Bhubaneswar -751022, payable at Bhubaneswar** through any Scheduled bank. **Tender forms not accompanied by EMD in the form of Demand Draft will be rejected.**
- (ii) PBG: *On acceptance of tender the contractor shall submit a **Performance Bank Guarantee (PBG) @ 5% of the contract value for all parts of the tender issued** by a scheduled bank in the name of General Manager (Consumer Mobility) Bhubaneswar-751 022 , Orissa for a **period of six months.***
- (iii) The Performance Bank Guarantee Security will be forfeited by BSNL as a part of compensation for any loss resulting for his failure to meet the obligations under the contract i.e., for non-performance of contractor's obligations.
- (iv) The EMD Performance Bank Guarantee will not bear any interest. The EMD of unsuccessful Tenderers will be refunded to Tenderers after the tender is finalised and approved. EMD of successful bidder will be returned on acceptance of PBG & issue of P.O.

TENDER SCHEDULE / QUOTATION:

9. (i) The tenderer shall quote the rates in English both in figures and in words. In case both rates do not tally the rates in words only shall be considered.
- (ii) All corrections, additions and alterations in the entries and Tender papers shall be signed in full by the Tenderer with date. No errors, over-writing shall be permissible unless attested under the signature of the Tenderer with date.
- (iii) The tender shall contain the name, residence and places of business of person/ persons making the tender and shall be signed by the Tenderer with his usual signature. Partnership firms shall furnish the full name and address of all partners or by a duly authorized representative followed by the name and designation of the person signing. In case, authorised representative signs it, a duly certified copy of the power of attorney in that behalf shall accompany the tender. In case of the partnership firm attested true copy of the partnership deed must be submitted along with the tender.
- (iv) The tenderer for a person holding power of Attorney authorizing him to sign on behalf of the Tenderer before submission of the tender has to put his signature in full at the bottom right hand corner of all the pages of the Tender document and wherever required in the Tender Papers. All signatures in the tender document shall be dated.

REJECTION OF TENDERS:

10. The GM Consumer Mobility, Bhubaneswar inviting tenders shall reserve the right to reject;
 - a) Any tender not supported by the requisite Earnest Money Deposit in the manner mentioned therein.
 - b) Any tender deficient or incomplete in any of the requisite matters, particulars or formalities or for any reason, which shall not be disclosed to the Tenderer(s).
 - c) Any tender/ offer, which changes the terms and conditions (other than those envisaged in the tender document sold), altered constructions, specifications or time limits set.
 - d) Any or all the tenders received without assigning any reason thereof and will not be bound to accept the lowest tender.

Date
Place

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Signature of bidder
With company seal

VALIDITY FOR ACCEPTANCE:

11. Tenders submitted by tenderer will remain valid for acceptance for a period of SIX MONTHS from the date of opening of the tender.

TENDER EVALUATION:

12. Tender will be evaluated on composite basis for two items of (i) quality as judged in conformity to specification, minimum time for delivery or other features and (ii) cost of total quantity of materials as indicated in the tender notice.

SIGNING OF CONTRACT AGREEMENT:

13. (1) The successful tenderer has to enter into an agreement with the BSNL, Orissa Telecom circle, Bhubaneswar, in non-judicial stamp paper of value Rs.50/-(Rupees Fifty only) at his cost setting forth the tender condition etc., within 7 days from the date of intimation of the acceptance of his tender failing which the acceptance of tender will be revoked and EMD forfeited to BSNL.
- (2) Individuals signing the tender or other documents connected with the contract shall indicate the full name below with signature. A person signing the tender or any document proving part of the contract on behalf of another shall be deemed to a warranty that has authority to sign such other and it, on enquiry it appears that the person so signing has no authority to do so, the BSNL may without prejudice to other civil and criminal remedies, cancel the contract and make or authorizing making of purchase at the risk and cost of such person and hold the signatory liable to the BSNL for all cost & damages causing from the cancellation of the contract, including any loss which the BSNL may incurred on account of such purpose.

PERIOD OF VALIDITY OF TENDER:

14. *The rates quoted should be firm and valid for any purchase order that may be issued within a period of **six months** from the date of entering into agreement until the completion of the supply assigned under such a purchase order.*
15. The quantity of work estimated is approximate and liable for **variation by 20%**. The quantity of work required is indicated in the Notice Inviting Tender. The quantities indicated in the Tender Schedule/ Notice Inviting Tender shall not be considered as final quantities. BSNL, in exceptional cases, reserves the right to reduce the quantity of items to be ordered under this tender and in that event, no claim, whatsoever, for any damages, loss or compensation on any account shall be entertained by BSNL.

16. SPECIFICATIONS AND OTHER TERMS & CONDITIONS

SN	ITEM	MATERIAL SPECIFICATION	QUANTITY
1.	Printing & supply of Wall Calendar and Table calendar-2011 for BSNL, Orissa Telecom Circle	Wall calendar:- Size: 17" (W) X 24" (H) Sheets: 6 + One Flyleaf = Total 7 sheets in all. Colour: Sheet – 4 + 4 Fly leaf – 4+4 Paper: Sheet and Fly leaf - 170 gsm Imp Art Binding: Wiro on 17" side with flap as back reinforcement Printing: Double side	25,000 nos.
2.		Table calendar:- Size: Main sheets-8.5" (H) x 6" (W) For stand- 10" (H) x 6" (W), No of sheets: 6+Fly leaf with stand Color: Fly leaf & Sheets-4+4 For pasting paper for stand: 1+0 Paper: Sheet & Fly leaf-300 GSM Imp art paper gloss/matt Stand: 24 oz mill board Pasting paper: 120 GSM Map litho Binding: Wiro binding on 6" side with stand duly pasted with map litho paper.	3000 nos.

Date
Place

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Signature of bidder
With company seal

The items shall be of the size and specification mentioned above. The items need be printed with the **BSNL emblem, logos, pictures, messages and graphics** as per designs given /approved by BSNL. The specimen of the item to be supplied should be enclosed by the tenderer. The GM CM, Bhubaneswar, Orissa reserves the right to change the design of items within short notice at a later date. The items shall be shrink packed with polythene and may be delivered without damage to BSNL at Bhubaneswar. Warranty conditions will be applicable for one year. The rates are to be quoted on per piece basis. The tenderer at his/her own cost should arrange transportation of items.

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

17. The material used should be of the quality specified above failing which the consignment shall be summarily rejected and will invite penalty under clause 9 (iii).
18. The designs will be supplied by BSNL and the work should be carried out as per the given design.
19. The estimated quantity given above is only approximate, which may vary by 20% ordinarily.
20. The work order will be issued either in single lot or in two/three split orders as per actual requirements.

PRICING OF BID:

21. The rates shall be inclusive of taxes, duties, freight, loading / unloading charges for supply of items to BSNL CMTS office at Bhubaneswar and 13 SSAs' head quarters in Orissa circle.

PURCHASING AUTHORITY:

22. The AGM (Sales & Marketing) will place the work order as per this tender or any officer nominated by GM CM Bhubaneswar, Orissa

CONSIGNEE AND PLACE OF DELIVERY:

23. Items should be delivered with suitable package to the consignee as mentioned in the work order to BSNL telecom district HQs' different 13 sites and circle office at Bhubaneswar as required by the indenter.

SUPPLY SCHEDULE:

24. The sample should be supplied within one week of awarding the work, 100% of the item specified in the work order has to be supplied within **two weeks** of awarding of the work. Any damage, loss, pilferage, theft, etc., until the goods reaches the destination shall be on suppliers account & have to be replaced free of cost. The supply shall be made in the factory sealed containers. Delay by the supplier with respect to delivery obligations shall render the supplier to any or all of the following sanctions, forfeiture of its security deposit, imposition of liquidated damages and/ or termination of the contract and forfeiture of EMD/PBG for default as specified in Clause 26.

EXTENSION OF TIME:

25. If at any time during performance of the contract, the supplier should encounter conditions impeding timely delivery of the goods and performance of service, the Supplier shall promptly notify within 3 days of the date of hindrance, to the purchaser in writing the cause of delay & its likely duration.

As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the period for performance of the contract after mutual discussion with the supplier. Supply after due date may be made only after getting written extension order.

LIQUIDATED DAMAGES:

26. The successful tenderer will have to supply the materials as mentioned in clause 24, failing which, it will invite penalty as follows. For each week of the delay or part there of to supply, a penalty of 0.5% will be deducted for a period of 2 weeks and thereafter the tender contract will be cancelled and EMD/PBG will be forfeited. The delay will be counted from the delivery date specified in the purchase order. Final authority for imposition of liquidated damage rests with the General Manager, CM , Bhubaneswar, Orissa.

Date
Place

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Signature of bidder
With company seal

PAYMENT:

27. **NO ADVANCE PAYMENT** will be made to the supplier.
28. Bills in triplicate duly pre-receipted should be forwarded to the purchasing authority for effecting payment after the supply of materials and receipt by consignee.

TERMINATION FOR DEFAULT:

29. The purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the supplier, terminate this contract in whole or in part & on such termination the entire amount of EMD & Performance Bank Guarantee to the credit of the supplier shall stand forfeited to BSNL.

- (i) If the supplier fails to deliver any or all of the goods within the time period(s) specified in the purchase order, or any extension thereof granted by the supplier.
- (ii) If the supplier fails to perform any other obligations under the contract; and
- (iii) If the supplier, in either of the above circumstances, does not remedy his failure within a period of 30 days (or such longer period as the purchaser may authorize in writing) after receipt of default notice from the purchaser.

OPTIONAL TERMINATION BY BSNL (OTHER THAN DUE TO DEFAULT OF SUPPLIER):

30. BSNL may, at any time, at its option cancel and terminate this contract by written notice to the supplier. No compensation shall be payable to the supplier for termination of the contract under the clause.

ARBITRATION:

31. If any question, dispute or differences arise in the interpretation about the terms and conditions under this agreement / tender or otherwise, such disputes shall be referred to the sole arbitration of The General Manager, CM , Bhubaneswar, Orissa or in case his designation is changed or his office is abolished then in such case to the sole arbitration of the officer for the time being entrusted functions of the General Manager, CM , Bhubaneswar, Orissa or whatever designation such an officer is called (here-in-after referred as the said officer) whether in additions to the his normal duties, and if the said officer is unable or unwilling to act as such to the sole arbitration of some other person appointed by The General Manager, CM , Bhubaneswar, Orissa of the said officer as per Rules.
32. Should any litigation still arise on any matter pertaining to this tender, the case shall be in a court having jurisdiction in Bhubaneswar.

GENERAL:

33. The Tender Schedule, Notice Inviting Tender and the Annexure- A (Technical Bid form), Annexure- B (Financial Bid form), Annexure- C (Agreement) will form one document setting forth the terms and conditions of the contract.

AGM (Sales and Marketing)
O/o The GM Consumer Mobility, BBSR

- Enclosure: (i) Annexure- A (Technical Bid form)
(ii) Annexure- B (Financial Bid form)
(iii) Annexure- C (Agreement)
(iv) Annexure- D (Undertaking for non-working of any relative in BSNL)
(v) Annexure- E (Authorization letter for bid opening)

Date
Place

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Signature of bidder
With company seal

ANNEXURE-A

TECHNICAL BID FORM
(All entries in English only)

To
The G M Consumer Mobility
Bhubaneswar – 751022

Sir,
In response to your NIT letter **OR/SM/CM/Wall Calendar-2011** dated on,
I/We _____ here by submit my/ our item wise quotation 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:- AMOUNT-----, DRAWN ON -----, DD NO.-----,
PAYABLE AT -----
4. PARTICULARS OF TENDER COST OF Rs. 520/- IN FORM OF DD IF DOWNLOADED FROM WEBSITE
AMOUNT-----, DRAWN ON -----, DD NO.-----, PAYABLE AT -----
TURNOVER DURING
5. FY 2010-11
(Chartered Accountant Certified copies to be Attached)
6. EXPERIENCE OF SUPPLYING WALL CALENDERS TO REPUTED COMPANIES FOR THE YEAR 2009
- 7.
- 8.

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

Yours faithfully

(Signature of the Tenderer)

Name

Designation & Date

Address

With Company Seal

Date
Place

CHECKLIST OF DOCUMENTS TO BE ENCLOSED ALONGWITH THE TENDER DOCUMENT

- 1) ONE COPY OF COMPLETE SET OF TENDER DOCUMENT DULY SIGNED
- 2) EXPERIENCE CERTIFICATE
- 3) EMD
- 4) TENDER COST RS. 520/- (IN FORM OF DD IN CASE OF DOWNLOADED FORM)
- 5) POWER OF ATTORNEY
- 6) PARTNERSHIP DEED/ MEMORANDUM & ARTICLE OF ASSOCIATION WITH CERTIFICATE OF REGISTRATION
- 7) ANNUAL TURNOVER
- 8) ANNEXURE - D (UNDERTAKING FOR NON-WORKING OF RELATIVE IN BSNL)
- 9) SAMPLE PAPER OF A4 SIZE AS PER SPECIFICATION
- 10) XEROX COPY OF PAN CARD
- 11) PAN BASED SERVICE TAX NUMBER
- 12) SALE TAX REGISTRATION NUMBER

Date
Place

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Signature of bidder
With company seal

Annexure – B**FINANCIAL BID FORM**

(All entries in English only)

To**The G M Consumer Mobility
Bhubaneswar – 751022****Sir,**In response to your NIT letter **No. OR/SM/CM/ Wall calendar-2011 dated:**

I/We _____ here by submit my/ our item wise quotation as hereunder.

QUOTE:

- (1)
- Rate per piece of wall calendars and table calendars (all inclusive of Taxes) in Rs.
For Printing and supply for BSNL, Orissa Telecom Circle**

	Quantity in nos.	Rate per piece (in Rs.)	Total cost in (Rs.)
Wall calendar	25,000		
Table calendar	3,000		
Total			In Words : Rs. In figures : Rs.

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

I/We here by under take to honour all Purchase Orders based on the terms and conditions of the Tender issued under **No. OR/SM/CM/Wall Calendar-2011 dated at Bhubaneswar the** which I/We have received along with the tender. The TENDER is submitted in sealed cover.

Thanking you,

Yours faithfully,

(Signature of the Tenderer with date)

Name :
Designation :
Address :
Company seal. :

Date
Place

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Signature of bidder
With company seal

Annexure – C

AGREEMENT

An AGREEMENT made this Date _____ Month _____ Year _____ between the BSNL (which expression shall unless exclude by or repugnant to the context, include his successors and assignees) on the ONE PART and M/s. - _____ having its registered office at _____ (acting through its constituted Attorney) hereinafter called the 'Supplier' (which term shall include their heirs, executors, successors and assignees) on the OTHER PART.

Whereas M/s. _____ have quoted for the Supply **of Wall Calendar'2011 and Table calendar'2011 for BSNL, Orissa Telecom Circle** as specified in N.I.T of the tender, and have agreed to supply them at his rates quoted and under conditions described in the Tender schedule which forms part of this agreement. Whereas M/s. _____ have submitted a Performance Bank Guarantee in the name of The General Manager, CM , Bhubaneswar, Orissa as security towards supply of correct quality & quantity of materials as agreed to.

And whereas, the supplier is ready and willing to execute the supply orders in accordance with the contract.

Now the agreement witnessed and it is hereby agreed and declared as follows:

1. The Tender Notice, Instructions to Tenderers, Conditions of contract, technical specifications, Guidelines to supplier, Schedule, letter of indent No. _____ dtd. _____ (Along with its enclosures) annexed hereto and such other additional particulars, instructions, drawings 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, contract or 'Contract Documents' wherever herein used.

2. In consideration of the payments to be made to the supplier for the supply of items, the supplier hereby covenants with the contract documents duly provide, execute and complete the said supply and shall perform all other acts, deeds, matters and things in the contract mentioned or described or which are to be implied there from or may be reasonably necessary for the completion of the said supply and at the time and in the manner and subject to the terms and conditions of stipulations mentioned in the contract.

3. In consideration of the due provisions, executions and completion of the said works, the Government hereby agrees with the supplier to pay the amount towards the cost of material supplied above, after satisfactory receipt of materials in full, on production of bills by the supplier less deduction as admissible if any under the provisions of the Contract.

IN WITNESS WHEREOF the parties hereto have executed these presents the day and year first above written.

Signed by the Supplier

Signed on behalf of the BSNL.

Place

Place

Date

Date

In the presence of witness

In the presence of witness

1. Signature.....

1) Signature.....

Name.....

Name.....

2. Signature.....

2) Signature.....

Name.....

Name.....

Date

Signature of bidder

Place

With company seal

Annexure-D

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 is/are employed in BSNL unit as per clause no. 7 (Undertaking) of the 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.

Date -

Signature of the Bidder

With seal

Date
Place

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Signature of bidder
With company seal

Annexure - E

LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

To reach AGM (Sales & Marketing.), O/o G M, Consumer Mobility, Bhubaneswar before the date of Bid opening.

To
AGM (Sales & Marketing)
O/o The GM Consumer Mobility
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 M/s -----
(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.

Date
Place

Signature of bidder
With company seal