



BHARAT SANCHAR NIGAM LIMITED

(A Government of India Enterprise)

ODISHA Circle.

TENDER DOCUMENT FOR

Printing & Supply of Startup kit (SUK) for Odisha Circle .

TENDER NO-OR/CM/SM/Tender for SUK/12-13/1 Dated at Bhubaneswar the 27/12/2012

LAST DATE & TIME FOR SUBMISSION: 13.00 Hrs. of 18.01.2013

DATE & TIME OF OPENING OF TECHNICAL BID: 15.00 Hrs. of 18.01.2013

DATE & TIME OF FINANCIAL BID OPENING: It will be intimated latter on.

**PLACE OF OPENING: CONFERENCE HALL,
O/o Sr. GM (CM), Telephone Exchange Building, BJB
NAGAR, BHUBANESWAR-14**

ISSUED BY

MARKETING CELL

**O/o the Sr.GM(CM) ODISHA Circle,
Bhubaneswar-751014.**

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

Rs. 1050/-

Bharat Sanchar Nigam Limited
(A Government of India Enterprise)
O/o the Sr.General Manager, Consumer Mobility, BSNL, Odisha Telecommunication Circle
Marketing Cell
Telephone Exchange Building, BJB NAGAR, Bhubaneswar-751014.

BID DOCUMENT

TENDER FOR PRINTING & SUPPLY OF

1. *Customer Application Form (CAF)*
2. *Envelope*
3. *Information sheet for Customer containing tariff plan & abridged version of Telecom consumer's charter*
4. *Sticker containing SIM no. and mobile no. on the envelope*
5. *Labour charges for inserting SIM, CAF, Customer's information sheet in the Envelope & stickering on the top of envelope*

TENDER NO-OR/CM/SM/ Tender for SUK /12-13/1 Dated at Bhubaneswar the 27/12/2012

PART-A "TECHNICAL BID

Particulars of issue of Tender documents	
Payment of cost of Tender document- Rs. 1050/-	Particulars of DD number and date.
Name of the tenderer:	

PLEASE VISIT US AT
www.orissa.bsnl.co.in

AGM (Mktg)
O/o the Sr. GM (CM) BSNL
Odisha Telecom Circle, Bhubaneswar.

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SECTION I

**BHARAT SANCHAR NIGAM LIMITED.**

(A GOVT.OF INDIA ENTERPRISE)

Office of the Sr. GM, Consumer Mobility, Odisha Telecom Circle, Bhubaneswar-751014

NOTICE INVITING TENDER

TENDER FOR Printing & Supply of SUK for Odisha Circle.**Letter No: - OR/CM/SM/ Tender for SUK /12-13/1 Dated at Bhubaneswar the 27/12/2012**

Sealed Tenders are invited by the Sr. General Manager, Consumer Mobility, Odisha Telecom Circle, Bhubaneswar-751014 on behalf of BSNL from eligible bidders for Printing, & Supplying of SUK. The contract is for a period of **one year & the estimated cost is Rs. 50,49,000 (Rupees fifty lacs forty nine thousand only). The Bidder should have own printing set up in Odisha. The** following category of items should be printed & supplied 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	Customer Application Form	17,00,000	50,49,000	100980
2	Customer's information sheet	17,00,000		
3	Envelop	17,00,000		
4	Sticker containing SIM no. and mobile no.	17,00,000		
5	Labour charges for inserting the SIM, CAF, Information sheet for Customer containing tariff plan & abridged version of Telecom Consumer's Chatter sheet in the envelope & stickering on the envelope	17,00,000		

Tender form can be obtained from AGM (Mktg.), O/o GM, (CM), BSNL Odisha circle, Room no.-308, 3rd floor, Telephone Exchange Building, BJB Nagar, Bhubaneswar-14 by submitting the Demand Draft/BC of Rs. 1050/- from any scheduled bank in favour of A.O. (Cash), O/o the GM, CMTS, BSNL Odisha, Bhubaneswar-14 Payable at Bhubaneswar. Last date for submission of tender document is 13:00 hrs of 18.01.2013 at O/o AGM(Mktg), Room no.-308, 3rd floor, Telephone Exchange Building, BJB Nagar, Bhubaneswar-14. Tender document can also be downloaded from our website www.orissa.bsnl.co.in. The bid will open at Conference Hall of O/o Sr.GM(CM), Telephone Exchange Building, BJB Nagar, Bhubaneswar-14.

AGM (Mktg)
O/o Sr. GM (CM), BSNL
Odisha Telecom circle, Bhubaneswar
Tel No:-(0674)2436179

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

- (a) "The Purchaser" means Bharat Sanchar Nigam Limited **Odisha 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/BC
 - 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.

5.4

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:
- 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.
 - 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/VAT, Excise, packing, forwarding, freight, insurance and Octroi/Entry tax etc excluding service tax if any. The composite price per slab for all the slabs need to be individually indicated against each items under the contract as per financial bid given in Annexure IV 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 slab rate for minimum requirement of the goods inclusive of all levies & taxes i.e. Sales Tax/VAT, Excise, packing, forwarding, freight, insurance and Octroi/Entry tax etc excluding service tax if any.
 - (ii) Stores may be delivered to consignee & A.O. (Cash)/DDO of the SSA/Units is to be made the paying authority as mentioned in the work order.
 - (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 price approved by BSNL for printing & supply will be inclusive of levies and taxes, packing, forwarding, freight and insurance.

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 cover should be super scribed as ENVELOP-A and financial bid covers should be super scribed as ENVELOP-B. Both technical bid & financial bid covers sealed separately and both the bid covers should be kept in a third sealed cover which is super scribed as Envelop-C with tender no, date, name of the firm, address, telephone no. It is to be dropped in a tender box which is available at O/o AGM (Mktg), Room no. 308, 3rd floor, Telephone Exchange Building, BJB Nagar, Bhubaneswar. 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 by authorized signatory.
- ii. Tender Cost of Rs. 1050/- (In form of DD/BC) drawn in favour of A.O. (Cash), O/o the GM, CMTS, BSNL Odisha, Bhubaneswar-14 from any scheduled bank in case the form is downloaded from the website.
- iii. EMD of Rs. 1,00,980/- (In form of DD/BC) drawn in favour of A.O. (Cash), O/o the GM, CMTS, BSNL Odisha, Bhubaneswar-14 Payable at Bhubaneswar.
- iv. Bidder having valid requisite NSIC certificate with approval of the monetary limit will be exempted from tender cost and EMD as per rule. The proof of the same must be produced with the technical bid.
- v. Proof regarding turnover for supply of similar items during the last two financial years i.e. 10-11 & 11-12 of Rs. 25 Lakhs or above, duly certified by the Chartered Accountant.(No profit loss account/balance sheet will be entertained. Only turnover certificate entertained).
- vi. Experience certificate of supply of similar items from any Govt./Semi Govt./PSU for last two year 10-11 & 11-12 of Rs.10 lakh each year. No work order or purchase order will be entertained. The experience certificate must be issued by an officer not below the rank of executive engineer/Asst General Manager with

- signature and seal. The detailed address & telephone number of issuing officer with official letter no. must mentioned in the certificate.
- vii. '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.
 - viii. Undertaking for non working of any relative in BSNL in the prescribed format available in annexure 2.
 - ix. Sample copy of the paper as per specification of the items
 - x. Copy of Sale tax/VAT registration certificate.
 - xi. Copy of PAN card & income tax return for the financial year 2011-12.
 - xii. Copy of Service tax registration number.
 - xiii. Having own printing machine facility (Xerox copy of document i.e. purchase invoice in firm's or proprietor's or partner's name as a proof of ownership to be attached).
 - xiv. Declaration at Section-VI should be duly filled and signed
 - xv. **All document submitted by the bidder should be self attested with stamp.**
 - xvi. 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 machine.

B) Financial bid in Annexure-4 should be submitted in a separate 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 28/12/2012 to 17/01/2013.

11. **BID DOCUMENTS CAN BE HAD:**

- a. From the AGM (Mktg.) , O/o Sr. GM (Consumer Mobility), Odisha Telecom Circle, 3rd floor, Telephone exchange building, BJB Nagar, Bhubaneswar: 751014 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), Odisha, 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), Odisha, 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: 0674-2434034 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 (Mktg), BSNL Odisha Telecom Circle, Room no. -308, 3rd floor, Telephone exchange building, BJB Nagar BBSR-751014 or should be received through **registered post** in the office of AGM (Mktg), BSNL Odisha Telecom Circle, Room no. -308, 3rd floor, Telephone exchange building, BJB Nagar, BBSR-751014 before scheduled 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, Odisha 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. The total quantity of SUK mentioned in the tender will be printed in phases as per minimum slab or more.

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

H If the approved bidder fails to carry out the work at the accepted rate and quality within specified time, B S N L Odisha 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.

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

J 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.

K. The unique number on the CAF should be printed through machine and not manually.

L. The Chief General Manager , Odisha Telecom Circle, Bhubaneswar-751001 reserves 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.

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

N. The work order may be issued in phases as per the suitability of BSNL.

O. 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 (CMTS), 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 (CMTS), 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.**

B.

Schedule of Requirements:

Item	Specification with size	Total annual requirements (in Nos.)	Minimum batch requirements per design to be supplied in phase wise (in Nos.)		
CAF with unique number	70 GSM, Map litho & 1/4 Demy Size (four pages, two sheets) with unique CAF no.	17,00,000	100000	200000	300000
Envelope for startup Kit	Open size 11.5"x6.25", finished size 5.25"x5.25" of 210 GSM imported art card, lamination-glossy, pasting-fevicol gumming fast pasted	17,00,000	100000	200000	300000
Information Sheet for Customer Containing tariff plan & abridged version of Telecom consumer chatter	70 GSM, Map litho & 1/4 Demy Size (two pages, one sheet)	17,00,000	100000	200000	300000
Sticker Containing SIM no. and mobile no.	80 GSM Sticking paper & size of 4cmx1.5cm with pasting on the envelope	17,00,000	100000	200000	300000
Labour Charges for inserting SIM, CAF, Information sheet in the envelope & sticking on the top of the envelope	Inserting SIM, CAF, Customer's information sheet in the envelope & sticking a sticker on top of the envelope	17,00,000	100000	200000	300000

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 excluding service tax if any and for delivery to designated consignee of 13 telecom districts within Odisha 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 entering in to the agreement..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 basis of composite prices of goods offered in financial bid for all items of this bid 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 Odisha 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, however, deliveries be made after expiry of the contracted delivery period, without prior concurrence of the purchaser and be accepted by the consignee, such delivery will not deprive the purchaser of his right to recover liquidated damage. 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 for a period up to 4 weeks and thereafter the purchase order may be cancelled by the purchaser and performance security of tenderer will be forfeited. The quantum of liquidated damages assessed and levied by the purchaser shall be final and not challengeable by the supplier.

- 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 of 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(DDO/A.O(Cash) of the SSA/Unit as mentioned in the work order), 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 exit, 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., Odisha 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., Odisha 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. Odisha 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., Odisha 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. TECHNICAL EVALUATION COMMITTEE

The technical evaluation committee will scrutinize the technical bid. The financial bid will be opened for those bidders who are declared qualified by the Technical Evaluation Committee (TEC). **The financial bid will be evaluated for the tendered materials on composite basis taking into all quantum of work.**

16. AUTHORITY OF SIGNATORY

- (i) The bid document should be signed with seal by the proprietor in case of proprietorship firm.
- (ii) The bid document should be signed by all partners or one of the partners holding power of attorney in case of partnership firm.
- (iii) The bid documents should be signed by all directors or one of the directors holding power of attorney in case of limited company.

TECHNICAL BID FORM

(All entries in English only)

To

The G M (Consumer Mobility), BSNL
Odisha Telecom Circle Bhubaneswar – 751 014

Sir,

In response to your NIT letter No. OR/CM/SM/TENDER FOR SUK/12-13/1 dated at Bhubaneswar2012 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) 2010-11 (Duly certified & attested by the Chartered Accountant)
2011-12

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 TWO YEAR 10-11 & 11-12 OF Rs.10 LAKH EACH YEAR.

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 Annexure-5 (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 should have own printing press .
- 2: Bidder must have experience in job of printing and supply of tendered items for last two year (FY2010-11 & 2011-12) of Rs.10 lakh each.
- 3: Minimum turn over of Rs 25 Lakh or above in business of printing in the last two financial years (FY 2010-11 & 2011-12) duly certified by a chartered Accountant. 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 **150 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 (CMTS) , BSNL Odisha 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/BG from scheduled Bank in favour of A. O. (cash), O/O GM(CMTS), BSNL Odisha 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 CCGMT, Bharat Sanchar Nigam Ltd, Odisha 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 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 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 not withstanding 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)

(SECTION-VI)

DECLARATION

I / We hereby declare that I/We have carefully gone through the terms and conditions of tender notice-Tender No.OR/ CM/SM/ TENDER FOR SUK /12-13/1 Dated: ----- in detail and agree in full to abide by them.

- (1) Full name (In block letters)
- (2) Capacity in which the tender is signed
- (3) Full Address
Telephone No. (O) _____ (R) _____
Fax No ----- Mobile No-----
E-mail address -----
- (4) DD No. _____ dated _____
Name of Bank-----for EMD of Rs. _____ is enclosed here with.
- (5) It is certified that all SUK material/items & specification have been seen before quoting the rates for these items.
- (6) It is certified that the quality of the material/items supplied by me will be maintained throughout the tender period.
- (7) In case any defect is found regarding the quality of the material/items at any time then penalty will be charged as decided by competent authority on the total volume of work.
- (8) It is certified that "**NO DEVIATION**" has been made in the BID document by me/us. In case any deviation is found in the BID document submitted by me/us, my/our EMD may be forfeited.

Signature of Bidder (s)

(With rubber stamp)

Date:-

Place:

SECTION_VII**ANNEXURE – 1****SPECIFICATIONS**

Specification(s) of different items of SUK				
Item	Paper/Material (Imported Art Paper Glossy)	Size	Printing	Remarks
Customer Application Forms with unique	70 GSM Map litho	1/4 Demy size	four colour, Both side(two sheets, four pages)	The forms shall be folded & inserted in the envelope for startup kit.
Information sheet for customer containing tariff plan & abridged version of Telecom consumer charter	70 GSM Map litho	1/4 Demy size	four colour, Both side(one sheet, two pages)	The forms shall be folded & inserted in the envelope for startup kit.
Envelope	210 GSM imported art card	Open size 11.5"x6.25" Finished size 5.25"x5.25"	Four colour, Single side as per Corporate office design specified from time to time	Lamination-Glossy, With fevicol gumming fast pasted for Sealing
Sticker containing SIM no. and Mobile no.	80 GSM Sticking paper	4cmx1.5cm	black&white	gumming
Labour Charges				for inserting SIM,CAF, Information sheet in the envelope & sticking a sticker on the top of the envelope

- 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, CMTS, BJB Nagar, Bhubaneswar-14 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 Sr.GM, (Consumer Mobility), Odisha Telecom Circle, Bhubaneswar on or before the date of Bid opening

To

**The AGM (Mktg.)
Office of the Sr. GM (Consumer Mobility)
Odisha Circle, Bhubaneswar – 751 014**

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) CAF, (2) Information sheet for customer containing tariff plan & abridged version of Telecom consumer charter (3) Envelope for SIM,CAF,information sheet for customer (4) Sticker containing SIM no. & Mobile no. (5) Labour charges for inserting SIM,CAF & information sheet for customer in an envelope & stickering SIM no. Mobile no. on the envelope.

S I N o	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
1	Customer Application Form with unique number	70 GSM Map litho 1/4 Demy size(four pages, two sheets)	17,00,000	1,00,000 Nos.	2,00,000 Nos.	3,00,000 Nos.	Total cost of minimum requirement	Annual cost = (h /600000) X d
				Total price for 1 lakh slab inclusive of all (excluding service tax) both in figure & words.	Total price for 2 lakh slab inclusive of all (excluding service tax) both in figure & words.	Total price for 3 lakh slab inclusive of all (excluding service tax) both in figure & words.		

2	Information Sheet for Customer containing tariff plan & abridged version of Telecom Consumer	70 GSM Map litho 1/4 Demy size (two pages, one sheet)	17,00,000	1,00,000 Nos.	2,00,000 Nos.	3,00,000 Nos.	Total cost of minimum requirement	Annual cost = (h /600000) X d
				Total price for 1lac slab inclusive of all (excluding service tax) both in figure & words.	Total price for 2 lac slab inclusive of all (excluding service tax) both in figure & words.	Total price for 3 lac slab inclusive of all (excluding service tax) both in figure & words.		

3	Envelope	Open size 11.5"x6.25" Finished size 5.25"x5.25", 210 GSM imported art card laminated- Glossy with Fevicol Gumming fast pasted for Sealing	17,00,000	1,00,000 Nos.	2,00,000 Nos.	3,00,000 Nos.	Total cost of minimum requirement	Annual cost = (h /600000) X d
				Total price for 1lac slab inclusive of all (excluding service tax) both in figure & words.	Total price for 2lac slab inclusive of all (excluding service tax) both in figure & words.	Total price for 3 lac slab inclusive of all (excluding service tax) both in figure & words.		

	Sticker Containing SIM no. & Mobile no.			100,000 Nos.	2,00,000 Nos.	3,00,000 Nos.	Total cost of minimum requirement	Annual cost = (h /60000) X d
4		80 GSM stickering paper 4cmx1.5cm With gumming	17,00,000	Total price for 1 lac slab inclusive of all (excluding service tax) both in figure & words.	Total price for 2 lac slab inclusive of all (excluding service tax) both in figure & words.	Total price for 3 lac slab inclusive of all (excluding service tax) both in figure & words.		
5	Labour for inserting SIM, CAF, Information sheet in the envelope & stickering a sticker on the top of the envelope		17,00,000	Total price for 1 lac slab inclusive of all (excluding service tax) both in figure & words.	Total price for 2 lac slab inclusive of all (excluding service tax) both in figure & words.	Total price for 3 lac slab inclusive of all (excluding service tax) both in figure & words.	Total cost of minimum requirement	Annual cost = (h /60000) X d
						Grand Total		

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 excluding service tax if any 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

Annexure-5

CHECKLIST OF DOCUMENTS TO BE ENCLOSED ALONGWITH THE TENDER DOCUMENT

- 1) ONE COPY OF COMPLETE SET OF TENDER DOCUMENT DULY SIGNED BY THE TENDERER ON EACH PAGE OF TENDER DOCUMENT
- 2) EXPERIENCE CERTIFICATE
- 3) EMD
- 4) TENDER COST RS. 1050/- (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 - 2 (UNDERTAKING FOR NON-WORKING OF RELATIVE IN BSNL)
- 9) SAMPLE PAPER AS PER SPECIFICATION
- 10) VALID NSIC WHO CLAIMS FOR EXEMPTION OF TENDER COST & EMD
- 11) SALE TAX/VAT REGISTRATION NUMBER
- 12) PAN CARD AND SERVICE TAX REGISTRATION NUMBER
- 13) LETTER OF AUTHORISATION FOR ATTENDING BID OPENING
- 14) FINANCIAL BID SHOULD BE SEALED IN A SEPARATE COVER
- 15) Declaration (Section VI)

Annexure-6

AGREEMENT

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

An AGREEMENT made this Date _____ Month _____ Year _____ between the BSNL, Orissa Circle (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

Printing & Supply of SUK for Odisha Telecom Circle as specified in N.I.T of the tender with no. TENDER NO-OR/CM/SM/TENDER OF SUK/12-13/1 dtd.2012 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 Chief General Manager, Orissa Telecom Circle, Bhubaneswar 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 BSNL hereby agrees with the supplier to pay the amount towards the cost of material supplied above, after satisfactory printing and fixing of materials on hoardings 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.....

