

Tender No: BSNL/OR/CMTS/Comm /RCV Tender/13-14

Dated : 05-12-2013



Bharat Sanchar Nigam Ltd.

(A Government of India Enterprise)
O/o Sr.GM.(CM), Orissa Telecom Circle
BJB NAGAR TELEPHONE EXCHANGE BLDG.
BHUBANESWAR-751014
Ph : 0674-2433700, FAX 0674-2431499

TENDER DOCUMENT

TENDER FOR SUPPLY OF : PRE PAID SCRATCH CARDS (PAPER) IN DIFFERENT DENOMINATIONS	
DATE & TIME OF ISSUE	: From 11:00 Hours 11-12-2013 to 15:00 Hours of 02-01-2014 (during office hour)
DATE OF SUBMISSION	: Up to 13:00 Hours of 03-01-2014
DATE OF OPENING	: At 15:00 Hours of 03-01-2014

Issued to :

**Down loaded
Website document**

M/s _____

Cost : 1050/-

The tender document can be downloaded from the web site. Immediately after downloading, the bidder should intimate his address, telephone no. & Fax No. to SDE.(Comm), O/o Sr.GM.(CM), BJB Nagar Telephone Exchange Building, Bhubaneswar Ph : 0674-2433700, FAX: 0674-2431499, Mob : 09437484875 so that in case of amendment in bid document, the same can be intimated to them immediately for their information.

CHECK LIST

The following items must be submitted by the bidder along with technical bid :

- A. Bid Security as mentioned in Tender Document.
- B. Cost of tender form as mentioned in NIT.
- C. The bidder must enclose the copies of the following documents to establish his/ her eligibility.

Sl.No.	Description of Documents	Document Enclosed (Yes/No)
i.	Certificate of incorporation.	
ii.	Article of memorandum of Association or partnership deed or proprietorship deed as the case may be.	
iii.	Registration certificate from State Director of Industries or from Secretariat for Industrial Approval (SIA) Ministry of Industries, Government of India.	
iv.	Approval from Reserve Bank of India/SIA in case of foreign collaboration.	
v.	Latest and valid NSIC certificate (certified by NSIC only) along with undertaking in the format as per Clause 12.1(i) SECTION-II	
vi.	Type approval certificate given by DOT/BSNL/ Telecom Engineering Center (TEC) (valid as on date of opening of tender)	
vii.	Inspection certificate issued by BSNL/MTNL/ DOT(QA)/ Leading telecom service provider for execution of Educational/Commercial order of 1 Crore nos. of cards during a period of 3 years.	
viii.	Undertaking with respect to non-working of relatives in BSNL form all the directors/all the partners/proprietorship.	
ix.	Sample of at least 10 (ten) scratch cards of each category.	
x.	Xerox copy of the PAN	
xi.	Tender document should be signed on each page.	
xii.	Certificate from its Banker as evidence of financial capability.	
XIII.	Undertaking for exemption of EMD (Annexure-A) if any	
XIV.	DD for EMD	
XV.	DD for tender document if downloaded from website.	
XVI.	Power of attorney	
XVII.	Copy of Sales tax/VAT/Service tax.	
XVIII.	Undertaking and declaration as per Section-XIV	

Note : If any bidder fails to submit the items as mentioned above (A. B. & C.) along with technical bid, his/her bid may be instantly rejected.

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SECTION – I



Bharat Sanchar Nigam Ltd.

(A Government of India Enterprise)



**O/O Sr. GM.(CM), Orissa Telecom Circle
BJB Nagar Telephone Exchange
Bhubaneswar-14**

No. BSNL/OR/CMTS/Comm/RCV Tender/13-14

Dated. at Bhubaneswar the 05-12-2013

DETAILED NOTICE INVITING TENDER

Sealed tenders are invited by Sr GM.(CMTS), Orissa Telecom Circle, Bhubaneswar from Indian companies, registered to manufacture the tendered item in India, having Type Approval for the tendered item and having executed successfully Educational/Commercial orders, for supply of the item/items as detailed below :

Sl. No	Item	Qty.	Date & Time of receipt/ Opening	Sale period of bid document	Estimated cost of Tendered item in Rs.	Amount of bid security in Rs.	Price of Bid document (including VAT @ 5%)	Specifications details
1.	2	3	4	5	6	7	8	9
1.	Pre paid scratch cards (paper) in different denominations Cat-II = 20 Lakh. Cat-III = 1 Cr.	1.2 Crore	Receipt up to 13.00 hrs of 03-01-2014 Opening at 15.00 hrs of 03-01-2014	From 11:00 Hours of 11-12-2013 to 15:00 Hours of 02-01-2014 during office hrs	` 57 Lakh	` 1,14,000/-	` 1050/-	GR/PSC-01/ 01 April'03 with latest amendments & GR/PSC-01/02 Feb'08

(i). The above quantities are tentative, likely to be changed.

(ii). a) Bid document may be downloaded from the website. However the cost (non refundable and non transferable) of the tender document given in the column of price bid document is to be submitted at the time of participating in the tender in form of the crossed Demand Draft drawn on any scheduled bank payable at Bhubaneswar in favour of **Accounts Officer(CASH), O/o GM.(CMTS), BSNL, Bhubaneswar**

b) Bid document can also be had from SDE.(Commercial), O/o Sr.GM.(CM), BJB Nagar Tel. Exchange Bldg., Bhubaneswar on payment of bid price (non refundable and non transferable) in form of a crossed demand draft drawn on any schedule bank payable at Bhubaneswar in favour of **Accounts Officer.(CASH), O/o GM.(CMTS), BSNL , Bhubaneswar**

c) For getting the Bid document, a self authenticated copy of valid type approval certificate for the tendered item on the date of opening of tender and documentary evidence, for having executed successfully the educational/commercial orders for supply of the item/items to DOT/BSNL/ must be submitted along with the application (as proof of established supplier)

d) Purchaser reserves the right to reject any or all the bids without assigning any reason thereof.
All other details terms and conditions will be available in the tender document.

SECTION- II

GENERAL INSTRUCTIONS TO BIDDERS (GIB)

A.INTRODUCTION :

1.0 DEFINITIONS

- (a) "**The Purchaser**" means the Bharat Sanchar Nigam Ltd. (BSNL), New Delhi
- (b) "**The Bidder**" means the individual or firm who participates in this tender and submits its bid.
- (c) "**The Supplier**" or "**The Vendor**" means the individual or firm supplying the goods under the contract.
- (d) "**The Goods**" means all the equipment, machinery, and/or other materials which the Supplier is required to supply to the Purchaser under the contract.
- (e) "**The Advance Purchase Order**" or "**Letter of Intent**" means the intention of Purchaser to place the Purchase Order 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 equipment as per the Generic Requirements in the specifications for use in BSNL network. Validation is carried out in simulated field environment and includes stability, reliability and environmental tests.
- (i) "**Telecom Service Provider**" means any Telecom operator in India, who is licensed by the Department of Telecommunications (DOT), Government of India to provide telecom services to the general public or to the other DOT licensed Telecom operators. "Telecom Service Provider" also refers to any Telecom operator in other countries providing telecom services to general public of that country or to other telecom operators of the same country.
- (j) "**Successful Bidder(s)**" means the bidder(s) to whom work in this tender is awarded.

2. Eligibility of Bidders to Participate in tender :

- 2.1 The firms should have certificate of incorporation/registration.**
- 2.2 Article of memorandum of Association or Partnership deed or proprietorship deed as the case may be.**
- 2.2 The Indian companies registered to manufacture the tendered item in India and having obtained clearance certificate from Reserve Bank of India wherever applicable will be eligible to participate in this tender.**
- 2.3 The bidder should have obtained type of approval certificate from department of Telecom/BSNL. (Telecom Engineering Center) for the tendered item against technical specification given in the bid document and valid on the date of opening of the tender.**
- 2.4 The bidder should have successfully executed Educational/Commercial orders issued by DOT/BSNL/MTNL/leading telecom service providers for the tendered items not less than one Crore no of cards during a period of three years.**
- 2.5 The bidders having type approval of the old GR for the same materials are also eligible to participate. Such bidders having to obtain TAC or get their materials validated before placement of APO/PO as the case may be. However, the successful bidders will have to supply the materials as per the technical specification given in the bid document.
- 2.6 The bidder must have PAN in the name of company, in the name of individual in case of proprietorship.
- 2.7 The bidder should submit an undertaking to the effect that none of their relatives is working in BSNL from all the Directors/All the Partners/proprietors as per the format in **Annexure-D**.
- 2.8 The bidder should submit Service tax registration/VAT/Sales Tax registration.

2.9 **Power of Attorney**

(a) The power of Attorney should be submitted and executed on the non-judicial stamp paper of appropriate value as prevailing in the concerned states(s) and the same be attested by a Notary public or registered before Sub-registrar of the state(s) concerned.

(b) The power of Attorney be executed by a person who has been authorized by the Board of Directors of the bidder in this regard, on behalf of the Company/ institution/ Body corporate.

(c) In case of the bidder being a firm, the said Power of Attorney should be executed by all the partner(s) in favour of the said Attorney.

(d) Attestation of the specimen signatures of such authorized signatory of the bid by the Company's/ firm's bankers shall be furnished. Name, designation, Phone number, mobile number, email address and postal address of the authorized signatory shall be provided.

2.10 The bidders who had been entrusted in the similar type of work previously in Odisha Circle will be selected based on their previous performance.

3. 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:

4. DOCUMENTS REQUIRED :

4.1. The goods required, bidding procedures and contract terms are prescribed in the Bid Documents. The Bid Documents include:

- i. Notice Inviting Tender.
- ii. Instruction to Bidders.
- iii. General (Commercial) Conditions of the Contract.
- iv. Special Conditions of Contract, if any
- v. Schedule of Requirements and quantity distribution
- vi. Technical Specifications.
- vii. Price schedule.
- viii. Bid form
- ix. Bid security form
- x. Bid Bond form
- xi. Performance Security Bond Form.
- xii. Indemnity Bond proforma.
- xiii. Letter of authorization to attend BID opening.
- xiv. Undertaking for exemption from payment of EMD(Annexure-A)
- xv. Format for Acceptance of Advance purchase order.(Annexure-B)
- xvi. Mutual Non-disclosure Agreement.(Annexure-C)
- xvii. Undertaking with respect to non working of relatives in BSNL from all the Directors/All the Partners/proprietors (Annexure-D).
- xviii. Agreement at Annexure-E.

4.2. 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.**

5. CLARIFICATION OF BID DOCUMENTS;

5.1 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 **before seven days of the date for the submission of bids**. Copies of the query (without identifying the source) and clarifications by the Purchaser shall be sent to all the prospective bidders who have received the bid documents.

5.2 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 to an amendment of relevant clauses of the bid documents.

6. AMENDMENT OF BID DOCUMENTS;

- a. 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.
- b. 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. Those who download the tender document from website should intimate their address with fax no. and e-mail address for information of amendments.
- c. 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.
- d. **The amendments if any will be given in the website i.e www.orissa.bsnl.co.in for information of all prospective bidders at least 10 (ten) days before the schedule date of opening of tender and no advertisement regarding amendments will be published in Newspaper/Trade Journal for this.**

C. PREPARATION OF BIDS;

7. DOCUMENTS COMPRISING THE BID:

The bid prepared by the bidder shall comprise the following components:

- (a) Envelope marked as "**Technical Bid**" shall contain the following :

Documentary evidence established in accordance with Clause 2 and 10 that the bidder is eligible to bid and is qualified to perform the contract if his bid is accepted.

Bid Security furnished in accordance with Clause 12

- (b) Envelope marked as "**Financial Bid**" shall contain Price schedule (SECTION-VII) completed in accordance with clause 9 of SECTION-II of bid document.

8. BID FORM:

8.1 The bidder shall complete the Bid Form (SECTION-VIII) and submit along with Technical bid.

9. BID PRICES:

9.1 The bidder shall give the total composite price inclusive of all levies & taxes, packing, forwarding, freight, insurance & inclusive of Octroi/Entry tax if any excluding the service tax. The basic unit price and other component price need to be individually indicated against the goods it proposes to supply under the contract as per price schedule given in **Bid Document**. Prices of incidental services should be quoted. The offer shall be in Indian Rupees. No Foreign exchange will be made available by the purchaser.

9.2 Prices indicated on the Price Schedule shall be entered in the following manner.

The basic unit price of the goods, Excise duty, Sales Tax, Octroi/Entry tax, Insurance, Freight and forwarding other levies/taxes already paid or payable by Bidder shall also be quoted separately item wise.

The Supplier shall quote as per price schedule given in SECTION VII for all the items given in the schedule of requirement (SECTION-V).

9.3 The prices quoted by the bidder shall remain fixed during the entire period of contract and shall not be subject to variation on any account. **A bid submitted with an adjustable/ a conditional price quotation will be treated as non-responsive and rejected.**

9.4 The unit prices quoted by the bidder shall be sufficient detail to enable the purchaser to arrive at prices of goods offered.

9.5 "DISCOUNT", if any offered by the bidders shall not be considered unless they are specifically indicated in the price schedule. Bidders desiring to offer discount shall therefore modify their offers suitably while quoting and shall quote clearly net price taking all such factors like Discount, free supply etc. into account.

If any quantity slab rates/discount/quantity slab discount is indicated in the bid, the rate/discount which is most advantageous to the purchaser shall be taken in to consideration irrespective of the limitation of quantity. No request or claim of the bidder in the bid in this regard will be entertained.

Any monetary benefit to be passed on to the purchaser as a result of CENVAT or any other scheme if not quantified shall not be taken into consideration

The price approved by BSNL for procurement will be inclusive of levies and taxes, packing, forwarding, freight and insurance as mentioned in para 9.1 above. Break-up in various heads like Excise Duty, Sales Tax, Insurance, Freight and other taxes paid/payable as per Clause 9.2.1 is for the information of the purchaser.

Any increase in taxes and other statutory duties/levies after the expiry of the delivery date shall be to the contractor's account. However, benefit of any decrease in these taxes/duties shall be passed on to the purchaser by the supplier.

10. DOCUMENTS FOR QUALIFICATION IN THE TECHNICAL BID :

10.1 The bidder shall furnish, as part of his bid documents establishing the bidder's eligibility, the following documents:

- a) Certificate of Incorporation.
- b) Article of Memorandum of Association of partnership deed or proprietorship deed as the case may be.
- c) Registration Certificate from State Director of Industries or from Secretariat for Industrial Approval (SIA), Ministry of Industries, Government of India.
- d) Approval from Reserve Bank of India/SIA in case of foreign collaboration.
- e) Latest and valid NSIC certificate (certified by NSIC only) along with undertaking in the format as per the clause 12.1(i) SECTION-II.
- f) Type approval certificate given by DOT/BSNL/Telecom Engineering center (TEC) (valid as on date of tender opening)**
- g) Inspection certificate issued by BSNL/MTNL/DOT(QA) for execution of Educational/Commercial Order of 1 Crore nos. of cards.**
- h) The bidder should submit an undertaking to the effect that none of their relatives is working in BSNL from all the Directors/All the Partners/proprietors as per the format in **Annexure-D**.
- i) At least 10 (ten) sample of scratch cards of each category.
- j) Xerox copy of PAN.
- k) Tender document should be signed on each page.
- l) Certificate from its Banker as evidence of financial capability/Solvency.
- m) DD for EMD in favour of **AO.(CASH),O/o GM.(CMTS),BSNL , Bhubaneswar** drawn in any nationalized bank at Bhubaneswar/ BG.
- n) DD for cost of tender document if downloaded from website.
- o) Undertaking and declaration as per Section-XIV

Note : If any one of the above items 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. 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.

- 10.2.1 The bidder shall furnish a certificate from its bankers as evidence that he has financial capability to perform the contract.
- 10.2.2 The bidder will verify the genuineness and correctness of all documents and certificates including experience and performance certificate before submitted them. The onus of proving genuineness of the documents would rest with the bidder.
- 10.2.3 All the documents to be produced in original for verification before awarding of contract.

11. DOCUMENTS ESTABLISHING GOODS CONFORMITY TO BID DOCUMENTS:

11.1 Type Approval certificate issued by the QUALITY ASSURANCE WING/TELECOM ENGINEERING CENTRE of the BSNL/DOT having validity on the date of opening of the tender.

11.2.1 Pursuant to Clause 7, the bidder shall furnish, as a part of his bid, documents establishing the conformity of all goods and services which he proposes to supply under the contract.

11.2.2 The documentary evidence of the goods and services in conformity to the Bid documents may be in the form of literature drawings, data etc and he shall furnish :

A detailed description of the goods with essential technical and performance characteristics.

11.3.1 A clause by clause compliance on the purchaser's Technical specifications and commercial conditions demonstrating substantial responsiveness to the Technical Specification and Commercial conditions. A bid without clause by clause compliance of commercial condition (SECTION III), Special conditions (SECTION IV) and Technical Specification (SECTION VI) shall not be considered.

11.3.2 For purpose of compliance to be furnished pursuant to clause 11.3.1 above, the bidder shall note that the standards for workmanship, material and equipment and reference to brand names or catalogue number, designated by the Purchaser in its Technical Specifications are intended to be descriptive only and not restrictive.

12. BID SECURITY (Earnest Money) :

(i) The bidder shall furnish, as part of his bid, a bid security for an amount as mentioned in Notice Inviting Tender in Volume-I of Bid Document. The bidders (small scale units) who are registered with National Small Scale Industries Corporation **UNDER SINGLE POINT REGISTRATION SCHEME** are exempted from bid security up to the amount equal to their monetary limit. As per existing policy of Govt, of India, in case of bidders having monetary limit as "NO LIMIT", the exemption will be limited to Rs.50,00,000/- (Rs.Fifty Lacs only). A proof regarding current registration with NSIC for the Tendered Item/Items shall be attached along with the bid documents and an undertaking as per format given below :

Certified that the firm is entitled to get the advantage of exemption from payment of EMD of an amount of Rs. _____ against tender No.....dtd..... The total advantages availed so far from other departments inclusive of this one has not exceeded the monetary limit fixed by NSIC" during the current financial year.

12.1. (ii) If a vendor registered with NSIC under single point registration scheme claiming concessional benefits is awarded work by BSNL and subsequently fails to obey any of the contractual obligations, he will be debarred from any further work/contract by BSNL for one year from the date of issue of such order.

12.2. The bid security is required to protect the Purchaser against the risk of bidder's conduct, which would warrant the forfeiture of security, pursuant to para 12.7.

12.3. PAYMENT MODE OF BID SECURITY :

12.3.1 The bid security can be deposited in shape of Demand Draft/ Bank Guarantee drawn on any Nationalised Bank in favour of **Accounts Officer(CASH), O/o GM (CMTS),Bhubaneswar Orissa** payable at Bhubaneswar only.

12.3.2 The bid security shall be in the form of a Bank Guarantee issued by a scheduled bank in favour of the purchaser, **valid for a period of 180 days** (inclusive of bid opening date) from the date of opening of the tender. The Bank Guarantee shall be furnished in the proforma at SECTION –IX.

12.4 A bid not secured in accordance with para 12.1 and 12.3 shall be rejected by the purchaser as non-responsive.

12.5 The bid security of the unsuccessful bidder will be discharged/returned promptly after the expiry of the period of bid validity prescribed by the purchaser, pursuant to Clause-13.

12.6 The successful bidder's bid security will be discharged upon the bidder's acceptance of the advance purchase order satisfactorily pursuant to clause 28 and furnishing the performance security.

12.7 The bid security may be forfeited:

- 12.7.1 if a bidder withdraws his bid during the period of bid validity specified by the bidder on the Bid form or
- 12.7.2 in case of a successful bidder, if the bidder fails:
to sign the contract in accordance with clause 28
or
to furnish performance security in accordance with clause 4 of Section-III.

12.8 In case of eventualities mentioned at 12.7 in respect of firms registered with NSIC

- 12.8.1.1 firm shall not be entitled to the facility against NSIC registration in future tenders for the particular item; and
- 12.8.1.2 the fact shall be reported to the NSIC for cancellation of the registration.

13. PERIOD OF VALIDITY OF BIDS:

- 13.1 Bid shall remain valid for 150 days (inclusive of date of bid opening) for acceptance after the date of bid opening prescribed by the purchaser, pursuant to Clause 19 A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.
- 13.2 In exceptional circumstances, the purchaser will request the bidder's consent for an extension to the period of bid validity. The request and the responses thereto shall be made in writing. The bid security provided under Clause-12 shall also be suitably extended. The bidder may refuse the request without forfeiting his bid security. A bidder accepting the request and granting extension will not be permitted to modify his bid.

14. FORMAT AND SIGNING OF BID:

- 14.1 The bidder shall submit one copy of original bid.
- 14.2 The original copy of bid shall be typed or printed and all the pages numbered consecutively and shall be signed by the bidder or a person or persons duly authorized to bid to the contract. The letter of authorization shall be indicated by written power of attorney accompanying the bid. All pages of the original bid, except for an amended printed literatures, shall be signed by the person or person signing the bid. The bids submitted shall be sealed properly.
- 14.3 The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the bidder in which case such corrections shall be signed by the person or persons signing the bid.
- 14.4 (i) The power of Attorney should be submitted and executed on the non-judicial stamp paper of appropriate value as prevailing in the respective state(s) and the same be attested by a Notary public or registered before sub register of the state (s) concerned.
- 14.4 (ii) The power of Attorney be executed by a person who has been authorized by the Board of Directors of the bidder in his regard, on behalf of company/institution/body corporate.
- 14.4 (iii) In case of the bidder being a firm, the said power of attorney should be executed by all the partner(s) in favour of the said attorney.

D. SUBMISSION OF BIDS:

15 SEALING AND MARKING OF BIDS:

- 15.1 The Bid should be submitted in **two** envelopes. The first envelope, marked as "**Technical Bid**" shall contain establishing bidder's eligibility as per clause 2 and 10 along with Bid security as per Clause 12. The cover should be sealed properly (with sealing wax/packing PVC tape).
- 15.2 The second envelope, marked as "**Financial Bid**" shall contain price schedule(Section-VII). The cover should be sealed properly (with sealing wax/packing PVC tape)
- 15.3 The envelopes as per 15.1 & 15.2 above should be kept in **single envelope** and sealed properly (with sealing wax/packing PVC tape).
- 15.4 All the envelopes (Two inner & one outer) should bear the following
- 15.4.1 Name & Address of the bidder.
- 15.4.2 Bid for Supply of RCV to CMTS unit of Odisha
"NOT TO OPEN BEFORE (DUE DATE OF TENDER)"
(Tender No. BSNL/ OR/CMTS/Comm/ RCV Tender/13-14 Date 05-12-2013)

15.4.3 Addressed to :

**Asst. General Manager.(Sales-CM)
O/o Sr.General Manager.(CM), BSNL
BJB Nagar Tel. Exchange Bldg.
Bhubaneswar-14**

15.5 **The tender which are not submitted in above mentioned manner, shall be summarily rejected.**

15.6 The bid is to be returned unopened in case it is declared "LATE" or rejected.

15.7 Tenders can be sent by Post (Speed/Registered/Courier). The responsibility for ensuring that outstation tenders are delivered in time shall vest with the bidder.

15.8 Bids can be dropped in the tender box kept in the chamber of AGM.(Sales), O/o Sr.GM.(CM), BJB Nagar Tel.Exchange Bldg, Bhubaneswar on or before due time on due date of opening. The purchaser shall not be responsible if the bids are delivered elsewhere.

15.9 In no case more than one bid should be put inside a cover. In such case all the bids shall be treated as cancelled.

16 **SUBMISSION OF BIDS:**

16.1 Bids must be received by the Purchaser at the address specified under para 15.4 not later than time specified . on due date of opening as per NIT (SECTION-I).

16.2 The Purchaser may, at its discretion, extend this deadline for the submission of bids by amending the Bid Documents in accordance with Clause 6 in which case all rights and obligations of the Purchaser and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

16.3 The bidder shall submit his bid offer against a set of bid documents purchased by him for all systems/equipment as per requirement of the Bid Documents. The bidder shall have to submit the bid in the original proforma obtained from the purchaser for the purpose. Not more than one independent and complete offer shall be permitted from the bidder.

17 **LATE SUBMISSION OF BIDS:**

Any bid received by the Purchaser after the deadline for submission of bids prescribed by the Purchaser pursuant to **Clause 16, shall be rejected and returned unopened to the bidder.**

18 **MODIFICATION AND WITHDRAWAL OF BIDS:**

18.1 The bidder may modify or withdraw his bid after submission provided that the written notice of the modification or withdrawal is received by the Purchaser prior to the deadline prescribed for submission of bids.

18.2 The bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched as required in the case of bid submission in accordance with the provision of clause 15. A withdrawal notice may also be sent by **FAX No. 0674-2431499** but followed by a signed confirmation copy by post marked not later than the deadline for submission of bids.

18.3 Subject to clause 20, no bid shall be modified subsequent to the deadline for submission of bids.

E. BID OPENING AND EVALUATION:

19. OPENING OF BIDS BY PURCHASER:

The purchaser shall open the bids in the presence of bidders or his authorized representative who choose to attend, at specified time on due date. The bidder's representative, who is present, shall sign an attendance register. Authority letter to this effect shall be submitted by the bidder before they are allowed to participate in bid opening (A format is given in SECTION xiii)

A maximum of one representative for any bidder shall be authorised and permitted to attend the bid opening.

At first, Bid marked as "**Technical Bid**" will be opened and bidder's name will be announced.

At the time of opening of "Financial Bid" the bidder's name, bid prices, modification, bid withdrawals and such other details as the purchaser, at its discretion may consider appropriate will be announced at the time of opening.

If the date of opening of the bid happens to be an incidental holiday, the bid will be accepted and opened on the next working day on scheduled time.

The Envelope marked "Financial Bid " will be opened only for qualified tenders in "Technical bid". The financial bid " shall be opened in the later date, which will be conveyed to them in due time where they or their representative could be present at the time of **Financial Bid** opening.

20. CLARIFICATION OF BIDS:

To assist in the examination, evaluation and comparison of bids, the Purchaser may, at its discretion ask the bidder for the clarification of its bid within one month from the date of opening. The request for clarification and the response shall be in writing. However, no post bid clarification at the initiative of the bidder; shall be entertained.

21. PRELIMINARY EVALUATION:

- 21.1 Purchaser shall evaluate the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the bids are generally in order.
- 21.2 Arithmetical errors shall be rectified on the following basis. If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected by the Purchaser. If there is a discrepancy between words and figures, the amount in words shall prevail. If the supplier does not accept the correction of the errors, his bid shall be rejected.
- 21.3 Prior to the detailed evaluation, pursuant to clause 22, the Purchaser will determine the substantial responsiveness of each bid to the Bid documents. For purposes of these clauses, a substantially responsive bid is one which confirms, to all the terms and conditions of the Bid documents without material deviations. The purchaser's determination of bid's responsiveness is to be based on the contents of the bid itself without recourse of extrinsic evidence.
- 21.4 A bid, determined as substantially non-responsive will be rejected by the Purchaser and shall not subsequent to the bid opening be made responsive by the bidder by correction of the non-conformity.
- 21.5 The Purchaser may waive any minor infirmity or non-conformity or irregularity in a bid during opening of financial bid, which does not constitute a material deviation, provided such waiver, does not prejudice or affect the relative ranking of any bidder.

22. EVALUATION AND COMPARISON OF SUBSTANTIALLY RESPONSIVE BIDS:

The Purchaser shall evaluate in detail and compare the bids previously determined to be substantially responsive pursuant to clause 21.

The evaluation and comparison of responsive bids shall be on the composite price of the goods offered inclusive of all levies & charges as indicated in Col.12 of the Price schedule in SECTION VII of the Bid Documents inclusive of Octroi/entry tax.

Form "C" will be issued by the purchaser. Bidders should , therefore, quote rates taking into account benefits of Form "C" on the CST as applicable.

23. POST TENDER OFFER AND/OR CONTACTING THE PURCHASER :

- 23.1 No. post tender offer/submission of document i.e after opening of tender by any bidder will be entertained.
- 23.2 No bidder shall try to influence the purchaser on any matter relating to its bid, from the time of the bid opening till the time the contract is awarded.
- 23.3 Any effort by a bidder to influence the Purchaser in the Purchaser's bid evaluation, bid comparison or contract award decisions shall result in the rejection of the bid.

F. AWARD OF CONTRACT.

24. (a) PLACEMENT OF ORDER.

The Purchaser shall consider placement of orders for commercial supplies on those bidders whose offers have been found technically, commercially and financially acceptable and whose goods have Type Approval certificate as on the date of opening of the bid & agree to supply at the L1 rate. The purchaser reserves the rights to counter offer price(s) against price(s) quoted by any bidder

(b) VALIDITY OF CONTRACT :

The contract shall normally be valid for one year from the date of signature of the agreement with an option of extension for a further period of six months in the same rate, terms and conditions. In that case the validity of B.G is to be extended accordingly by the vendor (bidder).

25. PURCHASER'S RIGHT TO VARY QUANTITIES

(a) BSNL reserves the right to increase or decrease up to 25% of the quantity of goods and services specified in the schedule of requirements without any change in the unit price or other terms and conditions at the time of award of contract.

(b) BSNL also reserves the right for placement of additional order or up to 50% of the additional quantities of goods and services contained in the running tender/ contract within a period of twelve months from the date of acceptance of first APO in the tender at the same rate or a rate negotiated (downwardly) with the existing vendors considering the reasonability of rates based on prevailing market conditions and the impact of reduction in duties and taxes etc and supplies to be obtained within delivery period scheduled afresh.

26. PURCHASER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS.

The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders on the grounds for the Purchaser's action.

27. ISSUE OF ADVANCED PURCHASE ORDER (APO)

The issue of an APO shall constitute the intention of the purchaser to enter into the contract with the bidder.

The bidder shall within 14 days of issue of the APO give his unconditional acceptance to the purchaser in proforma at Annexure-B along with performance security in the proforma at SECTION-XI of the bid documents.

28. SIGNING OF CONTRACT:

28.1 After unconditional acceptance to the purchaser in accordance with Clause-27 after furnishing PBG, the vendor is to execute an agreement with the purchaser in non judicial stamp paper of Rs 100/- each in the form given at Annexure-C & Annexure-E.

28.2 The issue of Purchase Order shall constitute the award of contract on the bidder.

Upon the successful bidder furnishing the performance security pursuant to Clause-27.2 the Purchaser shall discharge its bid security, pursuant to Clause 12.

29. ANNULMENT OF AWARD:

Failure of the successful bidder to comply with the requirement of Clause-28 shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security in which event the Purchaser may make the award to any other bidder at the discretion of the Purchaser or call for new bids.

30. QUALITY ASSURANCE REQUIREMENTS:

30.1 All items of stores shall be tested by the Inspecting Authority (QA wing of BSNL) before dispatch.

30.2 The supplier shall have a Quality Management System supported and evidenced by the following.

- A Quality Policy
- A management representative with authority and responsibility for fulfilling QA requirements and for interfacing with purchaser in matters of Quality.
- Procedure for controlling design/production engineering, material, choice of components/vendors, manufacturing and packaging process for supplying quality products.
- System of Inward Goods Inspection.
- System to calibrate and maintain required measuring and test equipment
- System for tracing the cause for non-conformance (trace ability) and segregating products, which do not conform to specifications.
- Configuration management and change-control mechanism.
- A quality plan for the product.
- Periodical internal quality audits.
- A 'Quality Manual' detailing the above. Or infrastructure assessment certificate and Type Approval Certificate issued by "TEC" shall be furnished.

31.1 While all the conditions specified in the Bid Documents are critical and are to be complied special attention of bidder is invited to the following clauses of the bid document, non-compliance of any one of which shall result in out right rejection of the bid.

31.2 Clause 15.1 to 15.3 of SECTION II- The bids will be recorded unopened, if covers are not properly sealed by the bidder.

Clause 12.1, 12.3 & 13.1 of SECTION-II. The bids will be rejected at opening stage if bid security is not submitted as per Clauses 12.1 & 12.3 of Sec-II & bid validity is less than the period prescribed in Clause 13.1 mentioned above.

Clause 2 & 10 SECTION II- If the eligibility condition as per clause 2, SECTION II is not met and/or documents prescribed to establish the eligibility as per Clause 10 SECTION-II are not enclosed, the bids will be rejected without further evaluation.

SECTION-III General (Commercial) conditions, SECTION-IV Special Conditions & SECTION-VI Technical Specification : Compliance if given using ambiguous words like "Noted : Understood " . " Noted & Understood" shall not be accepted as complied. Mere "complied " will also be not sufficient, reference to the enclosed document showing compliances must be given.

Clause 11.3.1 of SECTION-II : If clause by clause compliance and deviation statements as prescribed are not given, the bid will be rejected at the stage of primary evaluation. In case of no deviations, a statement to that effect must be given.

Price schedule- If prices are not filled in as prescribed in price schedule VII, the bid will be rejected summarily.

SECTION-II Clause 9.5 on discount, which is reproduced below.

"Discount, if any, offered by the bidder shall not be considered unless they are specifically indicated in the price schedule. Bidders desiring to offer discount shall therefore modify their offers suitably while quoting and shall quote clearly net price taking all such factors like Discount, free supply, etc. into account."

31.3 Before outright rejection of the bid for non compliance of any of the provisions mentioned in clause 31.1, 31.2 of SECTION-II and clause 2 of SECTION IV, the purchaser may extend opportunity to the Bidder(s)/Companies to explain it's/ their position. However if the person representing the company is not satisfied with the decision of the Bid opening team, he/they can submit the representation to Bid opening team immediately but in no case after closing of the tender process with full justification quoting specifically the violation of tender conditions, if any.

Bid opening team will not return the bids submitted by the bidders on the date of tender opening even if it is liable for rejection and will preserve the bids in sealed cover as submitted by taking signatures of some of the desirous representatives of the participating bidder/companies present on the occasion.

The in charge of bid opening team will mention the number of bids with name of company found suitable for further processing on the date of tender opening and number of representations received in bid opening minutes and if bid opening team is satisfied with the

arguments of the bidder/company mentioned in their representation and feel that there is prima facie fact for consideration, the in charge of the bid opening team will submit the case for review to competent authority (CGMT) as early as possible preferably on next working day and decision of this effect should be communicated to the bidder company within a week positively. Bids found liable for rejection and kept preserved on the date of tender opening will be returned to the bidders after issue of P.O against the instant tender.

If the reviewing officer finds it fit to open the bid of petitioner, this should be done by giving three (working) days notice to all the participating bidder to give opportunity to desirous participants to be present on the occasion.

32. The Purchaser reserves the right to disqualify the supplier for suitable period who habitually failed to supply the materials in time. Further, the suppliers whose materials will not fulfill the tender specification may also be disqualified for a suitable period as decided by the purchaser.
33. Purchaser reserves the right to **black list a bidder** for a suitable period in case he fails to honour his bid without sufficient grounds.
34. The bidder should give a certificate that none of his/her near relative is working in the units as defined 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 instructions 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 and 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 and sister's husband (Bro-in-law). The format of the certificate to be given is " I _____S/o _____R/o_____ hereby certify that non of my relative(s) as defined in the tender document is/are employed in BSNL unit as per details 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" .

35. REJECTION :

Bid will be rejected due to non-submission of the following documents.

- a. Bid security (clause 12.4) SECTION-II
- b. Cost of tender paper if downloaded (NIT)
- c. Documents as per clause 10 SECTION-II
- d. Clarification/additional document sought for (clause 10 Note) SECTION.

Bid will be rejected in the following cases:

- i) Adjustable/conditional/ambiguous price quoting clause-9.3 SECTION-II
- ii) Purchaser reserves the right to reject any/all bids without assigning any reason thereof (Clause-26, SECTION-II).

- iii) Bid security valid for a shorter period(Clause-13.1 SECTION-II)
- iv) Sealing and marking of bids not done as per Clause15 SECTION-II.
- v) Late receipt of bids(Clause-17 SECTION-II)
- vi) If the bidder does not agree to the corrections in arithmetical errors (Clause-21.2 SECTION-II).
- vii) Non responsive bidding (Clause-21.4 SECTION-II)
- viii) Any effort to influence the purchaser (Clause-23.3 SECTION-II)

36. PURCHASER'S RIGHT TO DISQUALIFY

Purchaser reserves the right to disqualify the supplier for a suitable period (not less than one year & not more than 2 years) who habitually failed to supply the equipment in time. Further, the suppliers whose equipment does not perform satisfactory in the field in accordance with the specifications may also be disqualified for a suitable period (not less than one year & not more than 2 years)as decided by the purchaser.

37. PURCHASER'S RIGHT TO BAN BUSINESS DEALINGS

Purchaser reserves the right to bar the bidder from participating in future tenders/EOIs/ RFPs of BSNL for a period of two years in case he fails to honour its bid without sufficient grounds.

38. NEAR-RELATIONSHIP CERTIFICATE

38.1. The bidder should give a certificate that none of his/ her near relative, as defined below, is working in the units where he is going to apply for the tender. In case of proprietorship firm certificate will be given by the proprietor. For partnership firm certificate will be given by all the partners and in case of limited company by all the Directors of the company excluding Government of India/ Financial institution nominees and independent non-Official part time Directors appointed by Govt. of India or the Governor of the state and full time Directors of PSUs both state and central. 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 firm or the concerned person.

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

38.3 The near relatives for this purpose are defined as:-

- (a) Members of a Hindu undivided family.
- (b) They are husband and wife.
- (c) The one is related to the other in the manner as father, mother, son(s) & Son's wife (daughter in law), Daughter(s) and daughter's husband (son in law), brother(s) and brother's wife, sister(s) and sister's husband (brother in law).

38.4. The format of the certificate is given in Annexure-D

39. VERIFICATION OF DOCUMENTS AND CERTIFICATES

The bidder will verify the genuineness and correctness of all documents and certificates, including experience/performance certificates, issued either by the bidder or any other firm / associate before submitting them in the bid. The onus of proving genuineness of the submitted documents would rest with the bidder. As per requirement of the tender's conditions, if any document / paper/ certificate submitted by the participant bidder is found to be false / fabricated / tempered / manipulated at any stage during bid evaluation or award of contract, then the bid security (EMBG) of the bidder would be forfeited and the bidder would be disqualified from the tender. Action would also be taken for banning of business dealing with the defaulting firm. In case contract has already awarded to the bidder, then PBG would be forfeited and the contract would be rescind / annulled and BSNL would be at liberty to procure the ordered goods and services from any other source at the risk and cost of the defaulting bidder. Action would also be taken for banning business dealing with the defaulting firm.

40. Security Clause as per latest guidelines and requirement

Mandatory Licensing requirements with regards to security related concerns issued by the Government of India from time-to-time shall be strictly followed and appropriate clauses shall be added in all bid documents. Necessary guidelines in this regard shall be issued separately.

41. Reservation/ Procurement from MSE units: The guidelines / instructions / laws issued vide D.O. no 21(1) -2011-M.A..April 25th, 2012 from Ministry of Micro, Small & Medium Enterprise (MSME) with respect to provisions for Micro & Small Enterprises (MSEs) shall be followed.

Note – This clause shall be deleted if not applicable for the tender.

SECTION III

GENERAL (COMMERCIAL) CONDITIONS OF CONTRACT

1. APPLICATION:

The General conditions shall apply in contracts made by the Purchaser for procurement of **Pre-paid scratch cards (paper) for GSM/CDMA & WIMAX customers.**

2. STANDARDS:

The Goods supplied under this contract shall conform to the standards prescribed in the Technical Specifications with latest amendments.

3. PATENT RIGHTS:

The supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the goods or any part thereof in Indian Telecom. Network.

4. PERFORMANCE SECURITY:

4.1 All Suppliers (including small scale units, who are registered with the National Small Scale Industries Corporation under single point registration scheme) shall furnish performance security to the Purchaser within 14 days from the date of issue of the Advance Purchase Order. Period of validity of performance security will be **for two years from the date of submission of the PBG.**

4.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete its obligations under the contract.

4.3 The Performance Security Bond shall be in the form of Bank Guarantee issued by a scheduled Bank in the form provided in SECTION-XI of Bid document.

4.4 The Performance Security Bond will be discharged by the purchaser after completion of the supplier's performance obligations, including any warranty obligations, under the contract.

4.5 **The amount of Performance Security will be 5% of cost of printing of cards awarded in APO.**

5. INSPECTIONS AND TESTS:

5.1 The Purchaser or his representative shall have the right to inspect and test the goods as per prescribed test schedules for their conformity to the specifications. Where the Purchaser decides to conduct such tests on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance like Testing Instruments and other test gadgets including access to drawings and production data shall be furnished to the inspectors at no charge to the Purchaser.

5.2 Should any inspected or tested goods fail to conform to the Specifications the Purchaser may reject them and the Supplier shall either replace the rejected goods or make all alterations necessary to meet specification requirements free of cost to the Purchaser.

5.3 Notwithstanding the pre-supply tests and inspections prescribed in clause 5.1 & 5.2 above, the equipment and accessories on receipt in the Purchaser's premises will also be acceptance tested during and after installation before **"take over"** by a team nominated for the purpose by the Sr.GM.(CMTS), Orissa Bhubaneswar and if any equipment or part thereof is found defective, the same shall be replaced free of cost to the Purchaser as laid down in clause 5.4 below.

5.4 If any equipment or any part thereof, before it is taken over under clause 5.5 is found defective or fails to fulfill the requirements of the contract, the Inspector shall give the Supplier notice setting forth details of such defects or failure and the supplier shall make the defective equipment good, or alter the same to make it comply with the requirements of the contract forthwith and in any case within a period not exceeding three months of the initial report. These replacements shall be made by the supplier free of all charges at site. Should it fail to do so

within this time, the Purchaser reserves the discretion to reject and replace at the cost of the Supplier the whole or any portion of the equipment as the case may be, which is defective or fails to fulfill the requirements of the contract. The cost of any such replacement made by the Purchaser shall be deducted from the amount payable to the Supplier.

- 5.5 When the acceptance tests called for have been successfully carried out, the Inspector/ultimate consignee will forthwith issue a Taking Over Certificate. The ultimate consignee shall normally issue the Taking Over certificate within six weeks of successful completion of tests.
- 5.6 Nothing in clause 5 shall, in any way release the Supplier from any Warranty or other obligations under this contract.

6. DELIVERY OF GOODS AND DOCUMENTS:

- 6.1 Delivery of the goods and documents shall be made by the Supplier in accordance with the terms specified by the Purchaser in its schedule of Requirements and special conditions of contract and the goods shall remain at the risk of the Supplier until delivery has been completed. The delivery of the materials shall be to the ultimate consignee as given in the Purchase Order.
- 6.2 The delivery of the goods and documents shall commence immediately on placement of purchase order on vender and be completed **within 6 to 8 weeks** thereafter. The actual delivery schedule will be given in Purchase order.

7. TRAINING

8. INCIDENTAL SERVICES

9. SPARES

10. WARRANTY :

- 10.1 The contractor shall warrant that goods to be supplied shall be new and free from all defects and faults in material, workmanship and manufacture and shall be of the highest grade and consistent with the established and generally accepted standards for materials of the type ordered and shall perform in full conformity with the specifications and drawings. The Contractor shall be responsible for any defects that may develop under the conditions provided by the contract and under proper use, arising from faulty materials, design or workmanship such as corrosion of the equipment, inadequate quantity of material to meet equipment requirements, inadequate contact protection, deficiencies in circuit design and/or otherwise and shall remedy such defects at his own cost when called upon to do so by the Purchaser who shall state in writing in what respect the stores are faulty. This warranty shall survive inspection or payment for, and acceptance of goods, but shall expire except in respect of complaints notified prior to such date, **ONE YEAR** after the stores have been taken over under clause 5.5 above.
- 10.2 If it becomes necessary for the contractor to replace or renew any defective portion/portions of the goods under this clause, the provisions of the clause shall apply to the portion/portions of the goods so replaced or renewed or until the end of the above mentioned period of twelve months, whichever may be later. If any defect is not remedied within a reasonable time, the purchaser may proceed to do the work at the contractor's risk and expenses, but without prejudice to any other rights, which the Purchaser may have against the contractor in respect of such defects.
- 10.3 Replacement under warranty clause shall be made by the contractor free of all charges at site including freight, insurance and other incidental charges.
- 10.4 Shortage if any shall be made good by the contractor within one month from the date of information by the purchaser free of all charges.

11 PAYMENT TERMS:

11.1 95% payment shall be made on receipt of the material in good condition and checked/verified by SDE/JTO of this office. For claiming 95% payment the following documents are to be produced before paying authority.

- 11.1.1 Invoice
- 11.1.2 Delivery challan
- 11.1.3 Clear RR/Goods carrier receipt
- 11.1.4 Excise Gate pass
- 11.1.5 Payable copy of Inspection Certificate of QA.
- 11.1.6 Consignee receipt
- 11.1.7 Certificate for Octrai/Entry tax.

11.2

11.2.1 The balance 5% payment shall be released after one year from the date of receipt of material in case there are no damages/shortages. In those case where such damages/shortages are intimated to the supplier in writing, the balance payment shall be released only after the cases are settled in accordance with the provision of the purchase order.

11.2.2

11.3

11.3.1 The way bill (Road permit) can be obtained from Asst.General Manager(MM), O/o CGMT, Orissa Door Sanchar Bhawan , Bhubaneswar on request along with Original Invoice copy & IC copy. 2% of P.O value will be recovered towards Entry Tax during settlement of Bill.

11.3.2 Any increase in taxes and other statutory duties/levies after the expiry of the delivery date shall be to the contractor's account. However, benefit of any decrease in these taxes/duties, shall be passed on to the Purchaser by the supplier.

11.3.3 The composite price includes the price of the goods with all taxes/levies (ED sales tax, trade tax, Entry Tax etc) insurance, packing & forwarding and freight excluding Service Tax if any.

11.3.4 No payment will be made for goods rejected at site on testing.

11.3.5 In case of composite pricing, the payment will be made as per the composite prices subject to clauses 11.1.,11.2, 11.3.1 to 4.

11.3.6 Form 'C' and also a certificate stating that the tendered item (stores) are meant for the use of BSNL shall be provided by AGM.(MM),O/o CGMT, Odisha on the request of the bidder as and when asked for.

11.3.7 No interest on any delayed payment arising out of this contract shall be payable in any case whatsoever.

11.3.8 TDS will be deducted from the bill at the prevailing rate.

11.3.9 All payments will be made by through RTGS / A/c payee cheque .

11.4 TRANSIT INSURANCE :

The Purchaser shall not pay separately for the Transit Insurance. The supplier shall be responsible for all kinds of losses i.e. loss due to theft, damage, shortage till the receipt of entire quantity of stores in good condition by the consignee.

12 PRICES:

- 12.1 (i) Prices charged by the Supplier for Goods delivered and services performed under the contract shall not be higher from the prices quoted by the Supplier in his Bid.

- (ii) a) Prices will be fixed at the time of issue of purchaser order as per taxes and statutory duties applicable at that time.
 - b) In the case of reduction of taxes and other statutory duties during the scheduled delivery period, purchaser shall take the benefit of decrease in these taxes/duties for the supplies made from the date of enactment of revised duties/taxes.
 - c) In case of increase in duties/taxes during the scheduled delivery period, the purchaser shall revised the prices as per new duties/taxes for the supplies, to be made during the remaining delivery period as per terms and conditions of the purchase order.
- (iii) Any increase in taxes and other statutory duties/levies after the expiry of scheduled delivery date shall be to the supplier account. However benefit of any decrease in these taxes/duties shall be passed on to the purchaser by the supplier.

13 CHANGES IN PURCHASE ORDERS:

- 13.1 The purchaser may, at any time, by a written order given to the Supplier, make changes within the general scope of the contract in any one or more of the following.
 - 13.1.1 Art work, designs or specifications, where goods to be furnished under the contract are to be specifically manufactured for the Purchaser;
 - 13.1.2 The method of transportation or packing
 - 13.1.3 The place of delivery; or
 - 13.1.4 The services to be provided by the Supplier
 - 13.1.5 The items and quantities.
- 13.2 If any such change causes an increase or decrease in the cost of, or the time required for the execution of the contract an equitable adjustment shall be made in the contract price or delivery schedule, or both, and the contract shall accordingly be amended. Any proposal by the Supplier for adjustment under this clause must be made within thirty days from the date of the receipt of the change in order and before commencement of supply pursuant to Clause 11.1 any supply made pursuant to 11.1 shall be interpreted as the acceptance of all amendments of purchase order unconditionally by the supplier.
- 13.3 In no case supply shall commence with objection/under protest by the supplier in respect of any terms and conditions of the contract.

13.4 DATE OF DELIVERY : As per P.O.

14 SUBCONTRACTS:

Sub contract is not allowed in any case.

15 DELAYS IN THE SUPPLIER'S PERFORMANCE:

- 15.1 Delivery of the Goods and performance of the services shall be made by the Supplier in accordance with the time schedule specified by the purchaser in its purchase order. In case the supply is not completed in the stipulated delivery period, as indicated in the Purchase Order, purchaser reserves the right to short-close/ cancel this purchase order and/ or recover liquidated damage charges. The cancellation/ short-closing of the order shall be at the risk and responsibility of the supplier and purchaser reserves the right to purchase balance unsupplied item at the risk and cost of the defaulting vendors.
- 15.2 Delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to any or all of the following sanctions:
 - (a) forfeiture of its performance security,
 - (b) imposition of liquidated damages, and/ or
 - (c) Short closure of the contract in part or full and/ or termination of the contract for default.
- 15.3 If at any time during the performance of the contract, the supplier encounters condition impeding timely delivery of the goods and performance of service, the supplier shall:
 - (a) Promptly notify to the Purchaser in writing the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and

may at its discretion extend the period for performance of the contract (by not more than 20 weeks or as per provisions of clause 16.2

Section-III as per provision given below :

(b) The vendor has to submit their request for extension along with the undertaking as per clause 23 Section-III (Fall Clause) and a copy of QA inspection certificate at least two weeks before the expiry of delivery period. The vendor shall also submit unconditional acceptance of the conditions for delivery period extension i.e. applicability of liquidated damages, prices to be provisional and to be regulated as per clauses 12 and 23 of section-III and submission of additional BG, wherever applicable. The decision regarding extension shall be communicated within two weeks of the receipt of request and after receipt of the unconditional acceptance and the undertaking mentioned above.

(c) In case extension is being granted beyond 20 weeks then the vendor shall submit additional BG while seeking extension. For piecemeal items the amount of additional BG shall be 5% of the value of balance quantity of items to be supplied for which extension in delivery period has been sought. In case of infrastructure/turnkey projects other than as stated above, 1% of the total project value shall be the value for additional BG. The additional BG shall be valid for six months beyond extension of delivery period sought and shall be discharged after the full ordered quantity has been supplied to the ultimate consignee within the last extended delivery period on submission of inspection certificate from QA and consignee receipt without prejudice to the other remedies available to the purchaser.

(d) If the vendor fails to deliver the full ordered quantity even during extended delivery period then the PO shall be short-closed and the Performance Bank Guarantee as well as additional BG shall be forfeited.

(e) Format of (i) letters conveying conditions of DP extension and (ii) DP extension letter are at Section-XVI 16(A) & 16(B).

15.4 If the supplies are not completed in the extended delivery period, the purchase order shall be short-closed and both the Performance securities shall be forfeited.

16. LIQUIDATED DAMAGES

16.1 The date of delivery of the stores stipulated in the acceptance of the tender should be deemed to be the essence of the 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 its right to recover liquidated damage under clause 16.2 below. However, when supply is made within 21 days of the contracted original delivery period, the consignee may accept the stores and in such cases the provision of clause 16.2 will not apply. Further, DP extension for this grace period of 21 days shall not be necessary.

16.2 While granting extension of delivery period as per clause 15.3, the liquidated damages shall be levied as follows:

(a) Should the supplier fails to deliver the store or any consignment thereof within the period prescribed and agreed for delivery, the purchaser, without prejudice to other remedies available to the purchaser shall be entitled to recover, as agreed liquidated damages for breach of contract, a sum equivalent to 0.5% of the value of the delayed supply and/ or undelivered material/ supply for each week of delay or part thereof for a period up to 10 (TEN) weeks, and thereafter at the rate of 0.7% of the value of the delayed supply and/ or undelivered material/ supply for each week of delay or part thereof for another TEN weeks of delay.

(b) DP extension beyond 20 weeks would not be generally allowed. The extension beyond 20 weeks may be decided in most exceptional circumstances on case to case basis, by the CGM concerned in case of tenders floated by Circles and by the Functional Director concerned in case tenders floated by Corporate Office, stating reasons and justifications for grant of extension of delivery period beyond 20 weeks.

(c) In the case of package supply/ turnkey projects when the delayed portion of the supply materially hampers installation and commissioning of the systems, LD charges shall be levied as above on the total value of the concerned package of the Purchase Order.

- (d) Quantum of liquidated damages assessed and levied by the purchaser and decision of the purchaser thereon shall be final and binding on the supplier, further the same shall not be challenged by the supplier either before Arbitration tribunal or before the court. The same shall stand specifically excluded from the purview of the arbitration clause, as such shall not be preferable to arbitration. However, when supply is made to the ultimate consignee within 21 days of QA clearance in the extended delivery period and the goods were dispatched within this delivery period, the consignee may accept the stores and in such cases the LD shall be levied up to the date of dispatch after QA clearance only.
- (e) The total value of the liquidated damages as per above sub-clauses shall be limited to a maximum of 12% (Twelve percent) i.e. LD shall be levied up to 20 weeks only as per provision at Para (a).

17. FORCE MAJEURE:

- 17.1 If 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, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (Hereinafter referred to as events) provided notice of happenings, of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any such claim for damages against the other in respect of such non-performance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such event may come to an end or cease to exist, and the decision of the Purchaser as to whether the deliveries have been so resumed or not shall be final and conclusive, provided further that if the performance, in whole or part of any obligation 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 terminate the contract.
- 17.2 PROVIDED also that if the contract is terminated under this clause, the Purchaser shall be at liberty to take over from the contractor at a price to be fixed by the Purchaser, which shall be final, all unused, undamaged and acceptable materials, bought out components and stores in the course of manufacture in possession of the contractor at the time of such termination of such portion thereof as the Purchaser may deem fit excepting such materials bought out components and stores as the contractor may with the concurrence of the Purchaser elect to retain.

18. TERMINATION FOR DEFAULT:

- 18.1 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.
- 18.2 If the Supplier fails to deliver any or all of the goods within the time period(s) specified in the contract or any extension thereof granted by the purchaser pursuant to clause-15.
- 18.3 If the supplier fails to perform any other obligation(s) under the contract; and
- 18.4 If the supplier, in either of the above circumstances(s) does not remedy his failure within a period of 15 days (or such long period as the Purchaser may authorise in writing) after receipt of the default notice from the Purchaser.
- 18.5 In the event the Purchaser terminates the contract in whole or in part, pursuant to para 18.1 the Purchaser may proceed, upon such terms and in such manner as it deems appropriate, goods similar to those undelivered and the Supplier shall be liable to the Purchaser for any excess cost for such similar goods. However, the Supplier shall continue performance of the contract to the extent not terminated.
- 18.6 Firms registered with NSIC should note that in case they fail to supply the ordered quantity within the stipulated delivery period or extended period as the case may be, their performance will be noted in the performance register in this office and also notified to the NSIC.

19. TERMINATION FOR INSOLVENCY:

The Purchaser may at any time terminate the Contract by giving written notice to the Supplier, without compensation to the Supplier. If the supplier becomes bankrupt or otherwise insolvent as declared by the competent court provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Purchaser.

20. ARBITRATION:

20.1 In the event of any question, dispute or difference arising under this agreement or in connection there with except as to matter the decision of which is specifically provided under this agreement, the same shall be referred to sole arbitration of the Sr.General Manager (CMTS), BSNL, Orissa Telecom, Bhubaneswar 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 whether in addition to the functions of the Sr.General Manager (CMTS), BSNL, Orissa Telecom, Bhubaneswar or by whatever designation such officers may be called (hereinafter referred to as the said officer) and if the General Manager (CMTS), BSNL, Orissa Telecom, Bhubaneswar or the said officer is unable or unwilling to act as such the sole arbitration or some other person appointed by the General Manager (CMTS), BSNL, Orissa Telecom, Bhubaneswar 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 that the arbitrator is Government Servant 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 he has expressed views on all or any of the matter under dispute. The award of the arbitrator shall be final and binding on the parties. 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 such Sr.General Manager (CMTS), Orissa Telecom, Bhubaneswar or the said officer shall appoint another person to act as arbitrator in accordance with terms of the agreement and the person so appointed shall be entitled to proceed from the stage at which it was left out by his predecessors.

20.2 The arbitrator may from time to time with the consent of parties enlarge the time for making and publishing the award. Subject to 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 proceeding under this clause.

20.3 The venue of the arbitration proceeding shall be the Office of the Sr.General Manager (CMTS), BSNL, Orissa Telecom, Bhubaneswar or such other places as the arbitrator may decide.

21. SET OFF:

Any sum of money due and payable to the contractor (including security deposit refundable to him) under this contract may be appropriated by the Purchaser or the BSNL or any other person or persons contracting through BSNL and set off the same against any claim of the Purchaser or BSNL. or such other person or persons for payment of a sum of money arising out of this contract or under any other contract made by the Contractor with the Purchaser or such other person or persons contracting through BSNL.

It is an agreed term of the contract that the sum of money so withheld under this clause by the purchaser or BSNL will be kept withheld as such by the purchaser or BSNL till his claim arising out of the same contract or any other contract is either mutually settled or determined by the competent court and that the contractor shall have no claim for interest or damages whatsoever on this account or on any other ground in respect of any sum of money withheld under this clause and duly notified as such to the contractor.

22. LEGAL JURISDICTION :

It is also a condition of this contract that the court which has territorial jurisdiction upon the place from which the acceptance of tender is issued shall have absolute jurisdiction for adjudicating any differences or disputes arising out of this contract.

23. FALL CLAUSE :

23.1 The prices once fixed will remain valid during the scheduled delivery period except for the provisions in clause 12.1 of SECTION III. Further, if at any time during the contract

- a. It comes to the notice of purchaser regarding reduction of price for the same or similar equipment/service;

and/or

- b. The prices received in a new tender for the same or similar equipment/service are less than the prices chargeable under the contract.

The purchaser, for the purpose of delivery period extension, if any will determine and intimate the new price taking in to account various related aspects such as quantity, geographical location etc and the date of it's effect for the balance quantity/service to the vendor. In case, the vendor does not accept the new price to be made applicable during the extended delivery period and the date of it's effect, the purchaser shall have the right to terminate the contract without accepting any further supplies. This termination of the contract shall be at the risk and responsibility of the supplier and the purchaser reserves the right to purchase the balance unsupplied quantity/service at the risk and cost of the defaulting vendor. Besides considering the forfeiture of his performance security.

- 23.2 (a) The vendor while applying for extension of time for delivery of equipment/service, if any shall have to provide an undertaking as "we have not reduced the sale price, and/or offered to sell the same or similar equipment/service to any person/organization including department of central/state government or any central/state PSU at a price lower than the price chargeable under the contract for scheduled delivery period".

- (b) In case undertaking as in Clause 23.2(a) is not applicable, the vendor will give the details of prices, the name(s) of purchaser, quantity etc to the purchaser, while applying extension of delivery period.

24. COURT JURISDICTION

24.1 Any dispute arising out of the tender/ bid document/ evaluation of bids/ issue of APO shall be subject to the jurisdiction of the competent court at the place from where the NIT/ tender has been issued.

24.2 Where a contractor has not agreed to arbitration, the dispute/ claims arising out of the Contract/ PO entered with him shall be subject to the jurisdiction of the competent Court at the place from where Contract/ PO has been issued. Accordingly, a stipulation shall be made in the contract as under."This Contract/ PO is subject to jurisdiction of Court at Bhubaneswar only".

Note:- Mandatory Licensing requirements with regards to security related concerns issued by the Government of India from time-to-time shall be strictly followed and appropriate clauses shall be added in all bid documents. Necessary guidelines in this regard shall be issued separately.

SECTION-IV

SPECIAL CONDITION OF CONTRACT

- 1 The special conditions of contract shall supplement the '**Instructions to Bidders**' as contained in Section II & '**General Conditions of the Contract**' as contained in Section III and wherever there is a conflict, the provisions herein shall prevail over those in Section II and Section III.
- 2 Date fixed for opening of bids is, if subsequently, declared as holiday by the Government of India, the revised schedule will be notified. However, in absence of such notification, the bids will be opened on next working day, time and venue remaining unaltered.
- 3
 - 3.1 The Bank Guarantee for bid security or NSIC certificate for claiming exemption from submission of bank guarantee against bid security, as prescribed in clauses 12.1 & 12.3 of Section-II of the bid documents shall be submitted along with the Technical bids cover. The bank guarantee so submitted shall be on prescribed non-judicial stamp paper of value prescribed by the bank and should contain full address of the issuing branch of the bank with its Telephone number and Fax number. The photo copy of Bank Guarantee be attached to every copy of the bid.
 - 3.2 The small scale industries registered with National Small Scale Industries Corporation(NSIC) under single point registration scheme and desirous of claiming concessions available to such units inclusive of bid security should submit documents in respect of their monetary limit and financial capability duly certified by NSIC. These concessions only be allowed to the extent of their monetary limit and they are liable to submit Bid Security for the excess amount.
 - 3.3 In case where the document of bid security and type approval etc are not submitted in the manner prescribed under clause 3.1 & 3.2, above, cover containing the financial offers **SHALL NOT BE OPENED AND THE BID SHALL BE REJECTED AND RETURNED TO THE BIDDER UNOPENED.**
- 4
 - 4.1 The supply will be accepted only after quality assurance test are carried out by Quality Assurance Wing of DOT/BSNL as per prescribed schedule and material passing the test successfully and after excise gate pass issued by excise authorities Govt of India for the purpose.
 - 4.2 QA units of BSNL while clearing the equipment/store will strictly adhere to the package discipline as described in Purchase order. Supplies made in full, as per purchase order of all the packages during delivery period only will be deemed to have been supplied with in the scheduled delivery period.
5. The delivery of the goods shall commence immediately after placement of purchase order and shall be completed **within 6-8 weeks** from the date of issue of P.O. The exact delivery period shall be intimated to the vendor at the time of placement of purchase order.
6. **Purchaser reserves the right to disqualify such bidders who have a record of not meeting contractual obligations against earlier contracts entered into with the purchaser.**
7. Irrespective of any other entry appearing anywhere in the Bid documents, the validity of offer shall be read as **150** days from date of bid opening (inclusive of date of opening).
8. Any clarification issued by Sr.GM.(CM), Bharat Sanchar Nigam Limited, Orissa, Bhubaneswar in response to query raised by prospective bidders shall form an integral part of bid documents and it may amount to amendment of relevant clauses of the bid documents
9. The purchaser reserves the right to counter offer price(s) against price(s) quoted by any bidder.
10. Purchaser reserves the right to black list a bidder for a suitable period in case he fails to honour his bid without sufficient ground.
11. (i) The purchaser intends to limit the number of technically and commercially responsive bidders to **(3)** from the list of such bidders arranged in increasing offer of their evaluated prices starting from the lowest for the purpose of ordering against this tender. The quantities to be ordered on vendors will be as per distribution policy of BSNL i.e L1 will get 50% and remaining quantity will other two selected bidders in inverse ratio of their evaluated price. However the purchaser reserves the right for the placement of order of entire tendered quantity on the bidder with the lowest evaluated price. In such case the L1 bidder has to submit additional BG for the balance **50%**.

(ii) In the event of any of the eligible bidder(s) not agreeing to supply the equipment or not being considered by BSNL for ordering the equipment, inverse ranking of the bidders below the aforesaid bidder(s) will be recast to fill up the vacated slot (s). This will be done to ensure that the number of bidders supplying the equipment remains same as earlier.

(iii) If the quoted price(s) of the technically and commercially responsive Central Public Sector Enterprise(s) which is (are) not appearing in the list of bidders short listed for placement of order but eligible for purchase preference as per the guidelines contained in the department of Public Enterprises OM No.DPE/13(12)/2003- Fin Vol.II dated.18-07-05 is (are) within 10% of the lowest evaluated price in the tender than such PSE(s) will also be considered for placement of order in addition to the bidders short listed for placement of order in accordance with the clause (i) stated above. In such cases too, the quantity to be ordered on the bidder with lowest evaluated price will remain the same as indicated in clause (i) above. The balance quantities will be ordered on the order short listed bidders including the selected PSEs in the inverse ratio of their evaluated prices.

(iv) The purchase preference to Central PSEs as stated above in clause (b) is applicable only if the tendered item is being manufactured by the Central PSEs concerned and the procurement value is in excess of Rs.5 crore.

(v) The bidders having type approval of the old GR for the same equipment are also eligible to participate. Such bidders have to obtain Type Approval certificate or get their equipment validated before placement of P.O. However, the successful bidder will have to supply the equipment as per the technical specification given in the bid document.

SECTION-V

SCHEDULE OF REQUIREMENT

S/N	Item	Quantity (in Nos)
1.	PREPAID SCRATCH CARDS (Paper) in different denomination	Category-II 20 Lakh
		Category-III 1 Crore

THE QUANTITY DISTRIBUTION AMONG ELIGIBLE BIDDERS :

The quantity will be distributed among the three valid bidders.

The Purchaser intends to limit the number of technically and commercially responsive(N) bidders from the list of such bidders arranged in increasing order of their evaluated prices starting from the lowest for the purpose of ordering against this tender. The distribution of the quantity shall be as given in Table 1 below

Table 1(A)

No of bidders to be approved	Quantity allotted to the respective bidder.				
	L1	L2	L3	L4	L5 and so on
One bidder	100%	NIL	NIL	NIL	NIL
Two bidder	60%	40%	NIL	NIL	NIL
Three bidder	50%	30%	20%	NIL	NIL
Four bidder	40%	30%	20%	10%	NIL
More than four bidders	40%	In the inverse ration of their evaluated quoted price			

SECTION-VI

TECHNICAL SPECIFICATION

The items to be supplied shall be as per the following specifications:-

	ITEM	TECH. SPEC. NO.
1.	PRINTING & SUPPLY OF PAPER TYPE PRE-PAID SCRATCH CARDS	GR/PSC-01/01 April'2003 and GR/PSC-01/02 FEB.2008 WITH LATEST AMENDMENTS/ SPECIFICATIONS IF ANY FOR CATEGORY – II & III.

The specification with latest amendment will only be acceptable.

NB: The copy of the above said specification with latest amendment may be obtained from TEC,
Khurshid Lal Bhawan, Janpath, New Delhi – 110001

1. Card Material :

The card shall be made up of one of the following materials :

- i) **Acrylonitrile Butadiene Styrene**(ABS Plastic) single layer, at least 380 microns thick, white core OR
- ii) **Poly Vinyl Chloride**(PVC Plastic) single, layer, at least 380 microns thick, white core(so that no delamination occurs due to any reason) OR
- iii) **Paper** : at least 380 microns thick. The paper card shall have an opaque black centered security layer to.
 - i) Protect the "pilling off" of the card.
 - ii) Guard against the visibility of the secret code from the back side and even after pilling off, with a strong source of light(Laser light source Class-IIa, 5mS 630-680m).
 - iii) The paper shall be art card and shall meet the IS 1848 specifications in terms of bust factor, tensile strength, whiteness and smoothness.

2. Card Printing :

Multicolour offset printing (halftone) technology shall be used. There shall be option to print upto at least 4 colours each on both sides. A protective top glossy lacquer coating (UV coating) for longer life shall also be applied on front side of the card.

3. Scratch off Material/Hot Foil Stamping :

A scratch off lable or hot foil stamping shall be used for covering the secret code and shall have the following security features :

- I. The secret code shall not be visible unless there is international scratching by the user.
- II. Totally opaque as tested with a Laser Light source Class-IIa, 5m W, 630-680 mm.
- III. Strong glue which shall not come off even with cold or hot treatment, using a blade or scalpel.
- IV. Security random pattern printed on top of silver layer/stamped foil.
- V. Edge to edge scratch off material with around 1mm area around the code.
- VI. Easily stretchable with nails but resistant against damage during application transportation and strong processes.
- VII. The secret code and the lable/ hot foil stamping shall not be defaced in humidity and handling with wet hands etc.

The Scratch off material shall have the following additional security features.

- i) Multi layered, for security against lift-off using scotch tape. There shall be one black layer and one silver layer, both going off with the scratching, and not leaving any residue on the card.
- ii) Security cuts on the label base transparent material for prevention against removal of label from the card.

4. Customisation process :

- 4.1 The card shall be customized with one or more of the following as per actual requirement of service provider.
 - i. Instructions for use of the cards.
 - ii. Validity of the use of recharge amount.
 - iii. Maximum Retail Price.
 - iv. Talk time available.
 - v. Administrative or activation fee.
 - vi. Service tax.
 - vii. Services available for pre-paid, CDMA & WIMAX subscribers.
 - viii. Validity of the user of the scratch card.
 - ix. Serial number
 - x. Issuing circle/authority
 - xi. Customer Care Access No.
 - xii. Logo of the service.
 - xiii. Logo of the service provider.
 - xiv. Art work as given by BSNL, O/o the Sr.GM(CM),Orissa Telecom Circle.
 - xv. Secret code.

5. The printing shall be in Oriya and English in each category as required. Rest all other conditions will be as per GR/PSC-01/02 FEB 2008 with latest amendments/specifications if any(in category II & III).

5.1

- (i) **Category-II** : 2 in 1 each having Length:42.80mm+/-2%,Width:53,98mm +/-2%,in one scratch cards with dimensions as in Cat I with perforations to enable tearing of each card.
- (ii) **Category-III** : 4 in 1 each having Length:42.80mm+/-2%,Width:26.99mm +/-2%,in one scratch cards with dimensions as in Cat I with perforations to enable tearing of each card. Separate leaflets for instructions shall be provided.

SECTION-VII

PRICE SCHEDULE

Bid for Pre-paid Scratch Cards (Paper) in different denominations.

Tender No.BSNL/ OR/CMTS/Comm/RCV Tender/13-14

dated. Date : 05-12-2013

" We hereby declare that in quoting the above prices, we have taken into account the entire credit on inputs available under the CENVAT SCHEME as applicable from time to item.

Item Description	Quantity	Basic Unit Price exclusive of all Taxes & Charges	Excise Duty		Sales Tax		Frequent forwarding packing and insurance		Any other leavy/ charges inclusive of Entry Tax (2%) if any	Unit price inclusive of all Levies and charges (3+5+7+9+10)	Total price inclusive of all Levies & charges (2x11)	Discount offered if any	Total discount price (12-13)	Important content as a % of basic unit price (Ex-factory price indicated in tender)	% of custom duty
			%	Amt	%	Amt	%	Amt							
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Cat-II	20 Lac														
Cat-III	1 Cr														

Note. i. All above columns should be filled in and if any column is left blank it will be taken as nil.

ii. The bidders submitting their offer with concessional sales tax shall submit the proof of applicable concessional sales tax.

Date :

**Signature of tenderer in capacity of
Name of the firm with full address**

SECTION-VIII

BID FORM

Tender No.BSNL/OR/CMTS/Comm/RCV Tender/13-14

Dtd. 05-12-2013

To

**The Sr.GM.(CM)
Bharat Sanchar Nigam Ltd
BJB Nagar Telephone Exchange ,
Bhubaneswar-14**

Dear Sir,

1. Having examined the conditions of contract and specifications including addenda Nos. the receipt of which is hereby duly acknowledged, we, undersigned, offer to supply and delivery in conformity with the said drawings, conditions of contract and specifications for the sum shown in the schedule of prices attached herewith and made part of this bid.
2. We undertake, if our Bid is accepted, to commence deliveries immediately and to complete delivery of all the items specified in the contract **within 6-8 weeks** calculated from the date of issue of your Purchase Order.
3. If our Bid is accepted, we will obtain the guarantee of a Scheduled Bank for a sum not exceeding 5% of the contract sum for the due performance of the Contract.
4. We agree to abide by this Bid for a period of **(150)** days from the date fixed for Bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
5. Until a formal Purchase Order of Contract is prepared and executed, this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.
6. Bid submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.
7. We understand that you are not bound to accept the lowest or any bid, you may receive and reject any or all tender without assigning any reason thereof.

Dated this day of 2013

Signature of bidder in capacity of

Duly authorised to sign the bid for and on behalf of

Witness

Address

Signature

SECTION-IX

BID SECURITY FORM

Whereas(hereinafter called "the Bidder") has submitted its bid dated for the supply of Tender No.
..... KNOW ALL MEN by these Presents that WE
..... OF having out registered office at (here in after called "the Bank") are bound unto (here in after called the "the Purchase") in the sum of for which payment will and truly to be made of the said Purchase, the Bank binds itself, its successors and assigns by these presents.

THE CONDITIONS of the obligation are:

1. If the Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid form; or
2. If the Bidder, having been notified of the acceptance of its Bid by the Purchaser during the Period of Bid validity.
 - a). fails, or refuses to execute the Contract, if required, or
 - b). fails or refuses to furnish performance security, in accordance with the Instructions to Bidders.

We undertake to pay to the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand, the Purchaser will note that the amount claimed by it is owing to the occurrence of one or all of three conditions, specifying the occurred condition or conditions.

The guarantee will remain in force upto and including Thirty (30) days after the period of bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

Signature of the Bank

Name.....

Signed in capacity of

Name of Witness

Signature of Witness

Address of Witness

Full Address of Branch

STD Code & Telephone No. of Branch

FAX No. of Branch

SECTION -X
BID BOND FORM

Principal.....

Security.....

Penal sum of Bond(express in words and figures) date of bidKNOWN ALL MEN BY THESE PRESENTS that PRINCIPAL AND SURITY above named, they are held on and firmly bound up to the Bharat Sanchar Nigam Limited, hereinafter called the BSNL in the panel of the amount stated above, for the payment of which sum will and truly to be made, we unconditionally bind ourselves, our heirs, executors administrators and successor, jointly and severally firmed by these presents CONDITION OF THE OBLIGATIONS IN SUCH that whereas the Principal has submitted the accompanying bid , date as shown for..... Now THEREFORE IF THE PRINCIPAL STAFF SHALL NOT WITHDRAW THE SAID BID WITHIN THE PERIOD SPECIFIED THEREIN AFTER THE OPENING OF THE SAME OR IF NO PERIOD BE SPECIFIED THEREIN WITHIN NINETY (90) days after said opening and shall within the period as specified therefore, if no period be specified after the prescribed form are presented to him for signature, execute such further contractual document, if any as may be required by the terms of bid as accepted and furnish security deposit as may be required contract, and for the protection of all reasons supplying labour and material and in the prosecution of work provided for in such contract, or in the event of the withdrawal of said bid within the period specified and extended subsequently of the failure to enter in to such contract specified, if the principal shall pay the BSNL may procure the required work, supplied and services, if the later amount be in excess of the former, then the above obligation shall be void and of no effect otherwise shall remain in full force and virtue.

IN WITNESS THEREOF , the above bounded parties have executed this instrument under their several seals on the date indicated above the name and corporate seals of such corporate part being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

In presence of	WITNESS	INDIVIDUAL/PRINCIPAL
1.....	as to	(SEAL)
2.....	as to	(SEAL)
3.....	as to	(SEAL)
4.....	as to	(SEAL)
5.....	as to	(SEAL)

WITNESS	INDIVIDUAL SUPPLY
1.....	as to.....(SEAL)
2.....	as to

SECTION - XI

PERFORMANCE SECURITY GUARANTEE (BOND FORM)

In consideration of the President of India (hereinafter called "the BSNL") 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 Sr.GM.(CM),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 **TWO YEARS** 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 a the BSNL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to very 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)
Signature of Bidder with Date

SECTION-XII

INDEMNITY BOND PROFORMA

Know all men by these presents that we.....son(s) ofresident ofcarrying on business under the name and style of M/sas proprietors/Partners/Directors thereof hereinafter collectively called "the obligor" (which expression shall unless excluded by repugnant to the subject or context be deemed to include our respective heirs, executors, administrators and representatives) are jointly and severely held and firmly bound up to Bharat Sanchar Nigam Limited (which expression shall unless excluded by or repugnant to the subject or context "the obligee" in the sum of Rupees(Rupoees.....) only of the lawful money of the Union of India to be paid to the obligee for payment thereof we bind ourselves firmly by these presents Signed and sealed this.....day of2013

Whereas an Order No.....dated.....was placed on M/s.....a registered firm carrying on business at No.....by the Sr.General Manger(CM), Orissa Telecom Circle Bhubaneswar for and on behalf of Bharat Sanchar Nigam Limited, the obligee for purchase of various kinds of stores fully mentioned in the said purchase/order/and or contract on terms and conditions therein specified.

And whereas the obligors have been insisting on payment of 95% amount of their bill on proof of dispatch of tested and accepted stores.

And whereas on the request of the obligors the oblige has agreed to pay 95% amount of the obligor on proof of dispatch of tested and accepted stores upon the obligors executing the above written bond subject to the conditions hereinafter contained.

Now the condition of the above written Bond or obligation is such that the obligors or any of them or their respective heirs, executors, administrators and representatives shall pay to the said oblige the sum of Rs..... (Rupees.....) only on demand and without demur and further from time to time and at all times hereafter save and keep harmless and indemnified the said oblige from and against all losses, damages, cost charge and expenses whatsoever which the said oblige, shall or may incur or be put to by reason of supply of defective stores and materials and /or for non-delivery or short delivery thereof due to loss in transit or for any reason whatever then and in such case the above written bond or obligation shall be void and of no effect otherwise the same shall remain in full force and virtue.

Signed, sealed and delivered by the above mentioned obligor sellers atin the presence of :

WITNESS :

1..... Signature.....
.....
Designation/Status

2..... Address with office seal
.....

SECTION-XIII

LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

To

The Sr.GM.(CM)
Orissa Telecom Circle
Bhubaneswar.

Subject : Authorisation for attending Bid opening on _____ (date) in the
tender of _____

Following persons is hereby authorised to attend the bid opening for the tender
mentioned above on behalf of _____ (Bidder) in
order of preference given below.

<u>Name</u>	<u>Specimen Signature</u>

Alternate Representative

**Signature of Bidder
Or
Officer authorised to sign the Bid
Document on behalf of the Bidder.**

- Note :**
1. Maximum of one representative will be permitted to attend the Bid Opening.
 2. Permission for entry to the Hall where bids are opened, may be refused in case authorisation as prescribed above is not recovered.

SECTION-XIV

UNDERTAKING & DECLARATION

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

a) Certified that:

1. I/ We have read, understood and agree with all the terms and conditions, specifications included in the tender documents & offer to execute the work at the rates quoted by us in the tender form.

2. If I/ We fail to enter into the agreement & commence the work in time, the EMD/ SD deposited by us will stand forfeited to the BSNL.

b) The tenderer hereby covenants and declares that:

1. All the information, Documents, Photo copies of the Documents/ Certificates enclosed along with the Tender offer are correct.

2. If anything is found false and/or incorrect and/or reveals any suppression of fact at any time, BSNL reserves the right to debar our tender offer/ cancel the LOA/ Purchase/ work order if issued and forfeit the EMD/ SD/ Bill amount pending with BSNL. In addition, BSNL may debar the contractor from participation in its future tenders.

Date:

Place:

Signature of Tenderer
Name of Tenderer
Along with date & Seal

SECTION - XV

Bidder's profile & Questionnaire.

Tenderer / Bidder's Profile & Questionnaire (To be filled in and submitted by the bidder)

A) Tenderer's Profile

1. Name of the Individual/ Firm:

2. Present Correspondence Address

.....

.....

..... Telephone No. Mobile
No. FAX No.

3. Address of place of Works/ Manufact

Telephone No. Mobile No.

4. State the Type of Firm: Sole proprietor-ship/partnership firm /

(Tick the correct choice): Private limited company.

5. Name of the sole proprietor/ partners/ Director(s) of Pvt. Ltd Co.:

S. No. Name Father's Name Designation

1.

2.

3.

4.

5.

6. Name of the person authorized to enter into and execute contract/ agreement and the capacity in which he is authorized (in case of partnership/ private Ltd company):

.....

.....

.....

7. Permanent Account No. :

8. Details of the Bidder's Bank for effecting e-payments:

(a) Beneficiary Bank Name:.....

(b) Beneficiary branch Name:.....

(c) IFSC code of beneficiary Branch.....

(d) Beneficiary account No.:.....

(e) Branch Serial No. (MICR No.):.....

9. Whether the firm has Office/ works (i.e. manufacture of the tendered item)

in Delhi? If so state its Address

.....

.....

B) Questionnaire

1. Do you think any other detail/ material is required to complete the work specified in the specification? Yes/ No.

1.1 If Yes, Give details

.....
.....

2. Do you think any other item of work need be included in tender form to complete the work specified in the specification? Yes/ No.

2.1 If Yes, Give details

.....
.....

3. Kindly indicate the maximum Quantity of tendered material which you are capable of supplying within the scheduled delivery period. Name of the tendered Item Qty that can be supplied by the firm within scheduled delivery period.

4. Suggestion for improvement of the tender document.

.....
.....
.....

Place.....

Signature of contractor

Date Name of Contractor

SECTION - XVI

16.(A) Model Amendment Letter Intimating Conditions for Extension of Delivery Period

(Refer to Clause 15.3 of Section-III)
Address of the purchaser

To

M/s

Sub: This office contract no..... dated placed on you for supply of

Ref : Your letter no..... dated

We are in receipt of your letter, wherein you have asked for extension/ furtherextension of time for delivery/ execution/ installation/ commissioning. In view of the circumstances stated in your above referred letter, the time of delivery can be extended from _____ (original/ last delivery period) to _____ (presently agreed delivery period) subject to your unconditional acceptance of the following terms and conditions:

1. That, liquidated damages shall be levied in accordance with agreed clause16 of Section-III of terms and conditions of the tender/ PO.
2. That, notwithstanding any stipulation in the contract for increase in price on any ground, no such increase, whatsoever, which takes place after current last date of Delivery shall be admissible on such of the said goods as are delivered after the said date as per clause 12 Section-III.
3. That, the prices during this extended delivery period shall be provisional and shall be governed as per agreed clauses 12 and 23 of Section-III and shall be finalized in accordance with the current PO price or the current PO price with latest budget/ duty impact or the prices in the new tender (T.E.No.) from the date of its opening, on whichever is lower basis.
4. An additional BG of Rs._____in accordance with clause 15.3, Section- III of the contract with validity up to _____.
5. An undertaking as required vide clause 23, Section-III. Otherwise furnish the details as requisite in clause 23 section-III " Please intimate your acceptance of this letter alongwith the additional BG within ten days of the issue of this letter failing which the contract will be cancelled at your risk and expense without any further reference to you. This letter shall form part and parcel of the agreement/ contract/ APO/ PO and all other terms & conditions of the contract remain unaltered.

Yours faithfully,

(.....)
for and on behalf of.....

Note : The entries which are not applicable for the case under consideration are to be eleted.

16.(B)- Model Amendment Letter for Extension of Delivery Period

Refer to clause 15.3 of Section-III
Address of the purchaser

To

M/s
.....

Sub : This office contract no..... dated placed on you for supply of

Ref : 1. Your letter no..... dated
requesting DP extension

2. This office letter no. dated intimating conditions for DP extension

3. Your letter no..... dated accepting the conditions
for DP extension In your above letter under reference (1), you have asked for extension/ urther
extension of time for delivery/ execution/ installation/ commissioning. The terms and conditions for
extension of delivery period were conveyed to you vide this office letter under reference (2). In view of
the circumstances stated in your above referred letter, and upon your unconditional acceptance of the
terms and conditions of this extension vide your letter under reference (3), the time of delivery is hereby
extended from _____ (last delivery period) to _____ (presently agreed delivery period) on the
terms and conditions in letter under reference (2) above and agreed by you vide
letter under reference (3) i.e.:

(a) Liquidated damages shall be levied in accordance with agreed clause 16 of Section-III of terms and
conditions of the tender/ PO.

(b) Notwithstanding any stipulation in the contract for increase in price on any ground, no such increase,
whatsoever, which takes place after current last

date of Delivery/ completion of work shall be admissible on such of the said goods as are delivered after
the said date as per clause 12 Section- III (c) The prices during this extended delivery period shall be
governed as per clauses 12 and 23 of Section-III and shall be finalized in accordance with current PO
price or the current PO price with latest budget/ duty impact or the prices in the new tender (T.E. no.
.....) from the date of its opening, on whichever is lower basis. The letters under reference above and
this letter shall form part and parcel of agreement/ contract/ APO/ PO and all other terms & conditions of
the contract remain unaltered.

Yours faithfully,

(.....)
for and on behalf of.....

Copy to :

.....
.....
.....

(All concerned)

Note:- The entries which are not applicable for the case under consideration are to
be deleted.

ANNEXURE-A



Bharat Sanchar Nigam Ltd.

(A Govt of India Enterprise)

O/o Sr.GM.(CMTS), Orissa Telecom Circle

BJB Nagar Tel Exchange, Bhubaneswar-14

Undertaking for exemption from payment of EMD.

Certified that the firm is entitled to get the advantage of exemption from payment of EMD of an amount of Rs. _____ against tender no. _____ dated. _____, The total advantages availed so far from other departments inclusive of this one has not exceeded the monetary limit fixed by " NSIC" during the current financial year.

Format for Acceptance of Advance Purchase Order

ANNEXURE-B

From : M/s

To

Sr.General Manger(CM)
Orissa Telecom Circle
BJB Nagar Tel. Exchange Bldg.
Bhubaneswar.

Sub : Supply of

Ref : Your Advanced Purchase Order No.....dtd.....

Sir,

We acknowledge the receipt of your above Advance Purchase Order On.....we accept the Advance Purchase Order and terms and conditions mentioned therein unconditionally.

Yours faithfully,

Signature

Name in Block letters :

In the capacity of : Director/Manger/Partner/Proprietor of firm

ANNEXURE-C

NON-DISCLOSURE AGREEMENT

This indenture is made on this the day of2013. Between hereafter referred to as "Selected Bidder" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to include this heirs, executors administrators, representatives and assign) of the FIRST PART and THE BHARAT SANCHAR NIGAM LIMITED, represented by the Sr.General Manager (CM), Orissa Telecom Circle, Bharat Sanchar Nigam Limited, Bhubaneswar, herein after referred as BSNL (which terms or expression shall unless excluded by or repugnant to the subject or context be deemed to include his successor-in-chair, authorized representative and/or assigns of the SECOND PART. AND WHEREBY as per **Clause-28 of Section-II** laid down in Tender Document being **Tender No. BSNL/OR/CMTS/COMM/RCV Tender/13-14 dated.05-12-2013** Tender for held and bind himself/themselves unto the BSNL and sign this indenture as **"NON DISCLOSURE AGREEMENT"**.

NOW IT IS HEREBY AGREED by and between the parties as follows :

1. For the execution of work as per work orders placed by the Bharat Sanchar Nigam limited being the SECOND PART shall furnish the information/instructions and/or other relevant data in writing to the selected bidder being the FIRST PART and that written instructions/information and/or relevant data should be treated as "Confidential Information".
2. The selected bidder being the FIRST PART having received the said confidential information from the SECOND PART, the FIRST PART shall be bound to execute the said works according to the specifications and within the stipulated time limit as laid down in the Tender Document.
3. The data handling shall be given special attention and the FIRST PART shall be bound and responsible by ensuring that the traveling and / or handling of data shall be made in secure and guarantee way from BSNL being the SECOND PART to the selected bidder and/or Tender being the vender shall be held responsible if there is any leakage, Damage of the confidential data in transit.
4. That all the process of card printing, personalization packing of all cards shall be done in secure access controlled placed by the FIRST PART, and shall have logging of movement at all times and the place and/or premises shall have security cameras to ensure proper security. The access of these areas shall be limited only to authorized personnel.
5. That the all process of card printing, personalization, packing etc. shall be done by the FIRST PART in India and in a single Unit, and shall be subject to the satisfaction of an inspection shall be carried out by a team for ascertain the security measures, undertaken capacity and other facilities.
6. The personalization process involves printing of one serial number (14-digits) and one randomly chosen secret code (18-digits), the expiry date, the denomination and other details including the logo and design as customized by the BSNL. Each card shall be printed in a single piece and FIRST PART shall be held responsible and shall be prosecuted if there is any duplicate and/or second printing of any cards.
7. The packing and handling of all cards shall be done by the FIRST PART in a secure access controlled area as like as currency and the FIRST PART shall be held sole responsible if there is any loss or damage of the said cards and/or ant data thereto.
8. That after completion of printing, personalization works, the FIRST PART shall return the confidential Information's, Instruction and data's to the SECOND PART and shall return the same in the office of the SECOND PART with proper security and having receipt and checked the same the SECOND PART shall issue a certificate in that respect to the FIRST PART.
9. The SECOND PART shall have a right to change and/or after any part of Confidential Information and/or data prior to execution of the printing and personalization work. The said changes, if any, shall be handed over in writing to the FIRST PART and he/they shall act upon that instructions.
10. The Secrecy and preservation of the said exchanges confidential data shall be made by the FIRST PART same as original confidential data.
11. That the SECOND PART shall have a right to inspect the work-site/areas/unit by a authorized team and each member of the team shall have proper authorization with Identity Cards and

- FIRST PART shall be bound to allow that inspection team after proper checking of authorization and Identity Cards and shall co-operate with the said Inspection team for inspection. The FIRST PART shall be held responsible and liable in case if it is found that any person and/or others entered in the place of work or areas other than authorized persons.
12. That as required by law and/or written consent of the SECOND PART, the FIRST PART shall treat the confidential information, data, instructions as confidential and shall not in any way disclose, reveal or furnish the confidential information, data, instructions to any person or entity other than the authorized persons or representatives of the SECOND PART who are directly participating in the evaluation of confidential information, data and instructions and have need to know such information.
 13. The FIRST PART shall not use the confidential information, data and instructions for any purpose other than in connection with its possible and required provision of product and services according to the work order.
 14. The FIRST PART shall take all possible and reasonable precautions to protect and preserve confidential information, data and instructions without limitation as all precautions employs in respect to its own confidential information and materials and shall not without the prior written consent or directions of the SECOND PART, directly or indirectly, in any manner, request, influence or inducement by any employee of BSNL other than authorized persons, who leave his or her employment from the BSNL.
 15. That the FIRST PART shall immediately deliver and/or return to the SECOND PART any and all confidential information, data and instruction after completion of work specified in the work order. The FIRST PART shall immediately destroy all copies, summaries, analyses, extract thereof or a part thereof or any other information, data and instruction, any form, that incorporate or reflects in any manner any portion of the confidential information, in each case which is in possession and/or custody of the FIRST PART. The SECOND PART or its authorized representative shall issue a certificate to the FIRST PART regarding completion of destroy the confidential information, data and instructions.
 16. The FIRST PART shall not without the prior written consent of the SECOND PART, disclose, make any statement or any public announcement or any release to trade publications or to any press or to make any statement to any competitor, customer or any other third party in respect to the discussion or transactions with the SECOND PART including Confidential information, and data instructions have been available to the FIRST PART.
 17. The FIRST PART shall undertake and confirm that any information, data and instructions disclosed, revealed or furnished by the SECOND PART or any discussion held between the FIRST PART AND SECOND PART or between their representatives, prior to the execution of this indenture, shall be subject to and covered by this indenture.
 18. The FIRST PART shall be bound by this indenture and undertake that if there is any leakage and/or disclosure and/or missing of and/or damage of confidential information, data and instructions the FIRST PART shall be solely responsible and liable for any financial loss suffered by BSNL, being the SECOND PART. The amount shall be equal to the actual value of the financial loss incurred by the BSNL including legal expenses to cover-up the financial loss.
 19. The without prejudice to the rights and remedies otherwise available the BSNL being the SECOND PART shall be entitled to equitable relief by way injunction, if there is a breach of or a threat and/or a inducement or a break of any of the previous and terms and conditions of this indenture by the FIRST PART WHO agrees and acknowledges that damages would not an adequate remedy in the event of break of this indenture.
 20. The FIRST PART shall be sole responsible and held liable from any damage, loss cost of liability, including legal expenses and cost of enforcing the terms and conditions of this indenture arising out of or resulting from any breach of this indenture by the FIRST PART or by any his representative or representatives.
 21. The FIRST PART shall be responsible and held liable if there is any leakage disclosure, missing and damage of confidential information, data and instructions or any part thereof when the same be in his /their custody and the SECOND PART is entitled to take all action, suit or proceeding according to the prevailing laws in India including the provision of criminal laws for prosecution of the FIRST PART for the said disclosure, leakage, damage and loss of any confidential information data and instructions.
 22. That the present indenture shall be effective for a period of 12 months and extendable to another six months in case the contract period is extended for another six months in accordance with Clause 24 (b) of SECTION-II from the date of its execution and shall be governed by and

constructed in accordance with the prevailing laws of India without giving effects of the conflicts of principles of law thereof.

23. The FIRST PART shall be bound by this indenture to carry out and follow the instructions/directions of the SECOND PART in writing regarding any special measures to protect and preservation of the confidential information, data and instructions during the existence of this indenture.
24. This indenture shall remain valid for a period of 12 months and extendable to another six months in case the contract period is extended for another six months in accordance with Clause 24 (b) of SECTION-II from the date of its execution but it may be ineffective and/or invalid prior to the time limit upon completion of the works and upon written consent of both the parties.
25. The invalidity or un-enforceability of any provisions and/or terms and conditions of this indenture shall not effect the validity or enforceability of other provisions and/or term and conditions of this indenture, which shall remains in full force and effective.
26. That in case of cancellation or restoration of the work order for any other reasons by the SECOND PART according to the terms and conditions of the tender, in that case this indenture shall be effective till the confidential information, data and instructions shall be handed over and/or return by FIRST PART to the SECOND PART and only SECOND PART shall have a right to revoke and/or cancel the same having satisfied regarding the safety of confidential information, data and instructions.
27. The FIRST PART and the SECOND PART are agreed to the provisions, terms and conditions of this indenture set out above and to abide by all the terms and conditions in **tender No: BSNL/OR/CMTS/Comm/RCV Tender/13-14 Datde 05-12-2013** also agreed that any future medications or waiver for variation of any conditions shall be made in writing and should be signed by both the parties and shall also executed in Indenture Form.
28. That it is agreed and confirmed that any litigation, disputes and/or difference in connection with this indenture and enforcement of any provisions terms and conditions and right of these presents shall be within the jurisdiction of competent Civil Court and Criminal Courts under Bhubaneswar Jurisdiction and also shall be within the jurisdiction of High Court, Cuttack.

IN WITNESS WHEREOF :

1.

I AGREE AND CONFIRM

Signature of the FIRST PART or
his representative/authorized
signatory with seal.

I agree and confirm

2

Signature of the SECOND PART
or representative/authorized
signatory with seal.

ANNEXURE-D

UNDERTAKING :

(To be submitted by the bidder along with the Bid)

I _____ S/O _____ resi
dent of _____
_____.

Hereby certify that non of my relative(s) as defined in the tender document is/are employed in BSNL unit as per details in tender document clause ____SECTION____. In case any stage, it is found that the information given by me is false/incorrect, BSNL shall have to absolute right to take any action as deemed fit without any prior intimation to me”

Date _____

Signature of the bidder
With seal

Note :

The Bidder should submit an Undertaking to the effect that none of the relatives is working in the BSNL form all the Directors/All the partners/Proprietors as per the above format.

ANNEXURE-E

AGREEMENT

This Agreement is made on this the day of2013. Between hereafter referred to as "Selected Bidder" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to include this heirs, executors administrators, representatives and assign) of the FIRST PART and THE BHARAT SANCHAR NIGAM LIMITED, represented by the Sr.General Manager (CM), Orissa Telecom Circle, Bharat Sanchar Nigam Limited, Bhubaneswar, herein after referred as BSNL (which terms or expression shall unless excluded by or repugnant to the subject or context be deemed to include his successor-in-chair, authorized representative and/or assigns of the SECOND PART. AND WHEREBY as per **Clause-28 of Section-II** laid down in Tender Document being **Tender No. BSNL/OR/CMTS/COMM/RCV Tender/13-14 dated.05-12-2013** Tender for held and bind himself/themselves unto the BSNL and sign this "**AGREEMENT**".

Now it is hereby agreed by and between the parties hereto as follows :

- i. The agreement shall come into effect on the date mentioned in the heading of the Agreement.
- ii. The contract shall normally be valid for one year from the date of signature of the agreement with an option of extension for a further period of six months in the same rate, terms and conditions. In that case the validity of B.G is to be extended accordingly by the vendor (bidder).
- iii. The purchaser will have the right to increase or decrease the quantity by up to 25% of the total quantity of goods and services specified in the Schedule of requirement without any change in unit price of the ordered quantity or other, terms and conditions at the time of award of contract within the contract period/extended period. In that case the vendor (bidder) has to submit additional Bank Guarantee for the additional quantities if any.
- iv. Purchaser reserves the right to **black list a bidder** for a suitable period in case he fails to honour his bid without sufficient grounds.
- v. That it is agreed and confirmed that any litigation, disputes and/or difference in connection with this indenture and enforcement of any provisions terms and conditions and right of these presents shall be within the jurisdiction of competent Legal Courts at Bhubaneswar.
- vi. All the documents submitted by the bidder are subject to verification with original one. In case of any fake document found during the tender period the purchaser reserves the right to declare the vendor **as black listed**.
- vii. In addition to above issue, the first part and second part are agreed to abide by all the provisions, terms and conditions in the **tendr No. BSNL/OR/CMTS/RCV Tender/13-14 dtd.05-12-2013**

IN WITNESS WHEREOF :

1.

I AGREE AND CONFIRM

Signature of the FIRST PART or his representative/authorized signatory with seal.

I agree and confirm

2

Signature of the SECOND PART or representative/authorized signatory with seal.