



भारत संचार निगम लिमिटेड
(भारत सरकार का उपक्रम)
BHARAT SANCHAR NIGAM LIMITED
(A Govt. of India Enterprise)

Office of the General Manager Telecom, Raichur Telecom District,
, Hyderabad Road, Raichur-584102.

E- TENDER DOCUMENT

for

“Heavy duty Printing of Telephone Bills, in multi-colour, of Raichur SSA, using three colours in pre-printed stationery & using Advanced Laser Technology /Electro Photography Printing Solutions & carrying out Post Printing Operations”

NIT No. G-103/E-Tender/PrintingTF-Bill/2017-18/1 dated 22.02.2018

Cost of Tender Document: Rs. 590/- (Rs.500+90/- GST @ 18%)-Non Refundable

Date and Time of Bid Opening: 1530 hours of 21.03.2018.

Telephone No's: 08532-238101

Website: www.karnataka.bsnl.co.in

Name of the Bidder.....

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Check List for Tenderers

Have you submitted the following documents with your Qualifying/ Financial bid? Please confirm. **All these documents should to be signed/ self-attested by bidder.**

Sl. No.	Details of the document	Submitted or Not Applicable
	Contents of 1st Envelope	
1.	Cost of the Bid form in accordance to Clause No.1.1 of Section-1 Part- A (DD/ Banker's Cheque/ Cash Receipt in Original)	
2.	Bid Security in accordance to Clause No.1 of Section-1.1 Part- A (DD/ Banker's Cheque/ PBG in Original)	
3.	Latest MSE Registration (valid at least till the date of tender opening), in case of claim for the exemption from payment of Bid Security and cost of tender document	
4.	Tender document in original, duly filled in and digitally sealed by the tenderer or his authorized representative. (All corrections and over writings must be signed along with seal)	
5.	Bid Form, duly filled in, as per Section- 2	
6.	Bidder's profile and certificates/ undertakings duly filled in, as per Section- 3	
7.	Certificates from all Directors, if applicable, of the bidder stating that none of their near relatives are working in BSNL in accordance with clause No. 1 of Section- 3, Part- B.	
8.	The copy of Experience certificate, issued by the competent authority, as per DNIT's clause no. 3 of Section- 1, Part- A.	
9.	The Registration of Firm: Please attach attested copies of documents of registration/ incorporation of your firm with the competent authority as required by business law. The authenticated copy of registration in case of proprietorship, copy of registered partnership deed in case of partnership firm, copy of registered Memorandum of Association in case of Company, as applicable.	
10.	Original "Power of Attorney", if applicable, in case person other than the Bidder signed the documents. The power of attorney should be for specific work and not general power of attorney. Tender is liable to be rejected if power of attorney is not submitted accordingly.	
11.	Authorized Signatory in case of Partnership firm/ Company	
12.	Valid GST Registration Certificate.	
13.	Attested copy of PAN Card	
14.	Details for Electronic Fund Transfer	
15.	Letter of authorization for attending bid opening, if applicable	
	Contents of 2nd Envelope	
16.	Rates quoted in the Financial bid- Price Schedule (BOQ) (Section-9)	

SECTION-1 PART-A
Detailed Notice Inviting Tender (DNIT)

Office of the General Manager,

Raichur Telecom District,

Hyderabad Road, Raichur,

Karnataka. Pin code: 584102

Tel: 08532-238101, Fax: 08532-238123,

Email: bvkulkarni555@gmail.com, Website: www.karnataka.bsnl.co.in



भारत संचार निगम लिमिटेड
(भारत सरकार का उपक्रम)

BHARAT SANCHAR NIGAM LIMITED
(A Govt. of India Enterprise)

NIT No. G-103/E-Tender/PrintingTF-Bill/2017-18/1 dated 22.02.2018

General Manager, Raichur Telecom District, Raichur invites digitally sealed tender for **“Heavy duty Printing of Telephone Bills, in multi-colour, of Raichur SSA, using three colours in pre-printed stationery & using Advanced Laser Technology /Electro Photography Printing Solutions & carrying out Post Printing Operations”** from the eligible bidders. The bidders can visit our website www.karnataka.bsnl.co.in and follow Link <http://eprocure.gov.in/cppp/> given under e-Procurement Portal OR go directly to <http://eprocure.gov.in/eprocure/app>

1. Details of Tender:

1.1.Details of Estimated Cost and EMD:

Sl. No	Name of the Work	Estimated Cost (in Rs.)	EMD (in Rs.)	Cost of the tender document
1	Heavy duty Printing of Telephone Bills, in multi-colour, of Raichur SSA, using three colours in pre-printed stationery & using Advanced Laser Technology /Electro Photography Printing Solutions & carrying out Post Printing Operations	4,10,000/- (Rupees Four lakh Ten thousands only)	10250/- (Rupees Ten thousand Two hundred & Fifty only)	Rs.590/- (Rs.500+90 GST at 18%) { Non-refundable }

2. Date & time of start, submission and opening of e-bid:

- 2.1. Time and date of start of e-bid for download: From 18:55 hrs. on date 24.02.2018
- 2.2. The e-bid shall be available for download: Up to 14.55 hrs. on date 20.03.2018.
- 2.3. Time and last date of submission of e-bid: Up to 15.00 hrs. on 20.03.2018.
- 2.4. Time of opening of Qualifying Bid: At 15.30 hrs. on 21.03.2018.

3. Eligibility Criteria: The prospective bidder should satisfy the following conditions:

Bidders/ SBOs should have experience of satisfactorily/ successfully Printing of Bills with Advanced Laser Technology /Electro Photography Principle in BSNL, Central or State Government Department/PSU or Licensed Telecom Service Provider **for a minimum period of one year, and minimum of 25% of the Estimated Cost of this tender during last three successive financial years and current financial year (from 1st April 2014 to 31st JAN2018), in total.** The experience certificate should be issued by the officer equivalent to the minimum rank of Divisional Engineer in case of BSNL, Central or State Government Department/PSU, and of work order issuing authority in case of Licensed Telecom Service Provider.

4. Purchase of Tender Document: Tender document can be obtained by downloading it from the website <http://eprocure.gov.in/eprocure/app> .The physical copy of the Tender document would not be available for sale.

- 4.1. The bidders downloading the tender document are required to submit the tender fee worth amount mentioned in clause no. 1.1 of Section-1 Part-A through DD/ Banker's Cheque along with their proposal, **failing which the proposal shall be left archived unopened/ rejected.** The DD/ banker's Cheque shall be drawn from any Nationalized/ Scheduled Bank in favor of **AO Cash ,BSNL, Raichur and payable at Raichur.** The DD should be valid for at least 90 days from the date of DNIT.

OR

Can also be paid as cash payment to the **A.O. (Cash), BSNL, O/o G.M. Telecom Raichur.** Cash payment will however be accepted up to 4:00 PM only. Original Cash Receipt shall be produced.

- 4.2. The Crossed Demand Draft/ Bankers Cheque or Original Cash Receipt should be submitted offline in the envelope as mentioned in clause 5.1 Section-4 Part-B.

- 4.3. The Tender fee is non-refundable & non-transferable.

5. Bid Security/EMD: The bidder shall furnish the bid EMD of worth amount mentioned in clause 1.1 of Section-1 Part-A in one of the following ways:

Demand Draft/ Banker's Cheque issued by any Nationalized /Scheduled Bank drawn in favour of **AO Cash ,BSNL, Raichur and payable at Raichur.** The DD should be valid for at least 90 days from the date of NIT.

OR

Bank Guarantee from a scheduled bank drawn in favour **AO (CASH) BSNL, O/o G.M. Telecom, Raichur,** which should be valid for 180 days from the date of DNIT.

6. Place of opening of Tender bids: Tender shall be opened through 'Public Online Tender Opening Event (POTOE/ TOE)'. BSNL's Tender Opening Officers as well as authorized representatives of bidders can attend the Public Online Tender Opening Event (TOE) from the comfort of their offices. Kindly refer clause 7 of Section-4 Part-B of Tender document for further instructions.

7. Tender bids received after due time & date will not be accepted by the online system.

- 8. Incomplete, ambiguous, Conditional, unsealed Tender bids are liable to be rejected.**
9. The GMT, Raichur reserves the right to accept or reject any or all the bids without assigning any reasons whatsoever and he is not bound to accept the lowest tender rate.
10. The bidder shall furnish a declaration in his tender bid that no addition / deletion / corrections have been made in the downloaded tender document being submitted and it is identical to the tender document appearing on the e-tender portal www.eprocure.gov.in. The declaration format is given in Section-3 Part-B. **In case of any correction/ addition/ alteration/ omission in the tender document, the tender bid shall be treated as non-responsive and shall be rejected summarily.**
11. Pre-bid Vendors conference shall be held at the Conference Hall, O/o the General Manager, Raichur Telecom District, Hyderabad Road, Raichur-584102 at 11:00 hrs of 09.03.2018. Any change in date & venue shall be communicated through E-tender portal: www.eprocure.gov.in.
12. All documents submitted in the bid offer should be preferably in English. In case the certificate viz. experience, registration etc. is issued in any other language other than English, the bidder shall attach an English translation of the same duly attested by the bidder & the translator to be true copy in addition to the relevant certificate.
13. All computer generated documents should be digitally signed/ attested by the bidder/vendor organization.
14. **For scope of contract, please refer to Section-6 Part-A.**
15. If any Government Holiday happens to be on the date of opening of tender/ Pre-bid Vendor Conference, the same will be opened/ done on next working day at the same time without further notice. Any tender not according to the terms and conditions and specifications mentioned in the tender documents is liable to be rejected.
16. **Concessions to MSE Units:** The guidelines, issued by Ministry of Micro & Small Enterprise (MSE), Government of India regarding concessions for Micro & Small Enterprise Units registered with District Industries Centers or Khadi & Village Industries Commission or Khadi & Village Industries Board or Coir Board or National Small Industries Corporation(NSIC) or Directorate of Handicrafts & Handloom or any other body specified by Ministry of Micro, Small & Medium Enterprise, have been considered by the BSNL (Corporate Office) and it has been decided that these units shall be allowed the following concessions:
- 16.1. Supply of Tender Documents: The tender documents shall be issued to MSE bidders free of cost provided the tendered item is listed in the Registration Certificate of MSE.
- 16.2. Exemption from payment of Earnest Money Deposit (EMD): The MSE units registered with bodies as detailed in para 16 above shall be given exemption from payment of Bid Security deposit (EMD) provided the tendered item is listed in the registration Certificate of MSE:
- 16.2.1. A proof regarding current registration with bodies as detailed in para 16 above

for the tendered items will have to be attached along with the bid.

16.2.2. The enlistment certificate issued by bodies as detailed in para 16 should be current & valid on the date of opening of bid.

17. Period of Contract: One year from the date of agreement and further extendable for six months as per approval of competent authority of BSNL.

18. The BSNL reserves the right to decrease or increase the work by up to 25% of the total quantity without any change in the rates or other terms and conditions. However the individual item of works may be varied in any quantum within the overall limit of 25 % of the quantity. The **successful** tenderer is bound to accept additional orders to the extent as mentioned above, if any, at the same approved rates by this office during the validity period of the tender.

19. Distribution of quantity of works:

19.1. Lowest tenderer may be awarded the work either at the lowest quoted rate or at the rate approved by the competent authority.

19.2. The bidder shall quote for 100% of the Tendered works. **Offers for lesser quantity of works may be ignored & bid will be rejected.**

19.3. The work orders for Printing of Telephone Bills shall be issued from time to time during the validity of the bid by the CAO TR, Raichur.

20. The geographical area of jurisdiction of Raichur SSA comprises of 2 Revenue Districts viz. Raichur and Koppal.

21. Any dispute arising out of this contract is subject to jurisdiction of Raichur Court only.


22. Any bidder requiring clarification on the Tender Documents may contact **AGM (A) on Telephone No: 08532-238101** on any working day between 11.00 hrs to 1600 hrs.

(B V Kulkarni),
Asst. General Manager(A),
O/o G.M. Telecom, Raichur-584102.

(End of Section- 1 Part- A)

SECTION-1 PART-B

News Paper Notice Inviting Tender (NNIT)

	BHARAT SANCHAR NIGAM LIMITED O/o General Manager, Raichur Telecom District, BSNL, 3 rd Floor, Sanchar Sadan, Station Road, Raichur, Karnataka. Pin code: 580020				
NIT No. G-103/E-Tender/PrintingTF-Bill/2017-18/1 dated 22.02.2018					
NOTICE INVITING TENDER Digitally Sealed Tender is invited by GM, Raichur Telecom District, BSNL, Raichur-2 from the prospective bidders for the following work:					
<table border="1" style="width: 100%; border-collapse: collapse;"><thead><tr><th style="width: 60%;">Name of the item/ work</th><th style="width: 40%;">Estimated cost in Rs.</th></tr></thead><tbody><tr><td style="padding: 5px;">Heavy duty Printing of Telephone Bills, in multi-colour, of Raichur SSA, using three colours in pre-printed stationery & using Advanced Laser Technology /Electro Photography Printing Solutions & carrying out Post Printing Operations</td><td style="text-align: center; padding: 5px;">4,10,000/-</td></tr></tbody></table>		Name of the item/ work	Estimated cost in Rs.	Heavy duty Printing of Telephone Bills, in multi-colour, of Raichur SSA, using three colours in pre-printed stationery & using Advanced Laser Technology /Electro Photography Printing Solutions & carrying out Post Printing Operations	4,10,000/-
Name of the item/ work	Estimated cost in Rs.				
Heavy duty Printing of Telephone Bills, in multi-colour, of Raichur SSA, using three colours in pre-printed stationery & using Advanced Laser Technology /Electro Photography Printing Solutions & carrying out Post Printing Operations	4,10,000/-				
Last Date of receipt of Tender is 20.03.2018 up to 15:00 Hrs. (e-bid ID : _____) For further details please visit website: www.eprocure.gov.in or Contact AGM (HR/A) on Telephone No: 08532-238101 Fax No. 08532-238123					
Asst. General Manager(A) O/o GMTD BSNL,Raichur-02					

(End of Section- 1 Part- B)

SECTION- 2
Bid Form

NIT No. G-103/E-Tender/PrintingTF-Bill/2017-18/1 dated 22.02.2018

To,

The General Manager,
Raichur Telecom District,
Raichur.

Dear Sir,

1. Having examined the conditions of contract and specifications including addenda No,..... the receipt of which is hereby duly acknowledged, we, undersigned, offer to execute the work of **Heavy duty Printing of Telephone Bills, in multi-colour, of Raichur SSA, using three colours in pre-printed stationery & using Advanced Laser Technology /Electro Photography Printing Solutions & carrying out Post Printing Operations** in conformity with conditions and specifications of contract.
2. We undertake, if our Bid is accepted, we will execute the work in accordance with specifications, time limits & terms and conditions stipulated in the tender document.
3. If our Bid is accepted, we shall submit the securities as per the conditions mentioned in the contract.
4. We agree to abide by this Bid for a period of 150 days from the date fixed for Bid opening (Qualifying Bid) and it shall remain binding upon us and may be accepted at any time before the expiry of that period.
5. We understand that you are not bound to accept the lowest or any bid, you may receive.
6. Until a Formal Agreement is prepared and executed, this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.
7. Bid submitted by us is properly sealed and prepared so as to prevent any **subsequent alteration and replacement**.

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

Signature of Authorized

In capacity of.....
Duly authorized to sign the bid for and on behalf of

Witness
Address.....
Signature.....

(End of Section- 2)

Bidder's profile to be filled in by the tenderer

Passport size
photograph of the
Bidder/authorized
Signatory holding
power of Attorney

1	Name of the Firm/Individual and Registered Address			
2	Telephone Number : Office : Residence : : Mobile : : FAX : :e-mail id:			
3	Whether it is Sole Proprietary or Partnership Firm/Private Limited Company.			
4	Name of sole Proprietor/Name of Partners /Name of Director(s) (Please attach attested copies of documents of registration/incorporation of your firm with the competent authority as required by business law)			
5	Name of person authorized to enter into and execute contract agreement and the capacity in which he is authorized.			
6	GST Registration No. Certificate (Please attach a copy of GST registration)			
7	Permanent Income Tax No. (PAN NO.) (Please attach a copy of PAN card)			
8	Whether the firm has ever been Black-listed; if so, give details.			
9	Tenderer's experience certificate details(Please attach copies of experience certificates)			
	Name of Office	Experience Certificate No. & date	Financial Year of the work done	Amount of work done
a.				
b.				

I hereby certify that the above information is true and correct to the best of my knowledge and belief.

Signature of the Tenderer with seal

Place:

Date:

(End of Section- 3 Part- A)

SECTION-3 PART-B

1. CERTIFICATE REGARDING NEAR RELATIVES
(See clause 1.19 of Section-4 Part-A)

“I S/o.....
..... resident of hereby certify that
none of my near relative(s) and none of near relative(s) of proprietor/ partner(s)/ director(s) of
company is/ are employed in BSNL unit as defined in the tender document (NIT No.
G-103/E-Tender/PrintingTF-Bill/2017-18/1 dated 22.02.2018) at clause 1.19 of section- 4
Part-A. In case at any stage, it is found that the information given by me is false/ incorrect,
BSNL shall have the absolute right to take any action as deemed fit/without any prior
intimation to me”.

SIGNATURE OF BIDDER: _____

NAME OF BIDDER: _____

**2. CERTIFICATE FOR DOWNLOADING OF TENDER DOCUMENT FROM
WEB SITE**

“I.....(authorized signatory) hereby declare that the tender
document submitted (NIT No.G-103/E-Tender/PrintingTF-Bill/2017-18/1 dated 22.02.2018
) has been downloaded from the website” www.eprocure.gov.in and no addition /
deletion / correction has been made in the proforma downloaded. I also declare that I have
enclosed a DD for Rs.....towards the cost of tender document
along with the EMD.

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

Date :Name of the
Tenderer.....

Seal of the Tenderer

3. DECLARATION FOR PAYMENT INSULATION UNDERTAKING

I/We undertake that I have sufficient capital resources to execute the scope of this tender
(NIT No.G-103/E-Tender/PrintingTF-Bill/2017-18/1 dated 22.02.2018
) and will make due payment to our firms labour / employees assigned to execution of the
tender for Tender for Printing of Telephone Bills of Raichur SSA as per laws every
month insulating it from payments from BSNL. I/We also under take to perform in
faithful & efficient manner the work of this tender without linking it to payments from
BSNL.

Signature of Bidder

Name of the Bidder
(Capacity in which signing)
Station:

Date:

4. UNDERTAKING OF NON-BLACKLISTING OF FIRM

“I /We (Name of Prop. / Partner) of
M/s..... (Name of firm/ company)
..... (Address) hereby give the undertaking that the
documents submitted by me are true in tender (NIT No.G-103/E-Tender/PrintingTF-
Bill/2017-18/1 dated 22.02.2018). I /we also declare that my firm as stated above or the
partner /Proprietor there in have never been black listed by BSNL or any other organization
/ firm in which I / we were / are partner / proprietor. I/ we also declare that no store of
BSNL is pending with me or us issued against completed or terminated works of BSNL. In
case it comes to the notice that declaration / documents /information given by me /us are
false the BSNL is fully empowered to cancel my tender. I/We am/are aware that any breach
of this condition would result in immediate termination of contract/cancellation of the
existing contract/contracts and also forfeiting of my/our security deposit held by Competent
Authority.

Signature of Bidder

Name of the Bidder
(Capacity in which signing)

Station:

Date:

(End of Section- 3 Part- B)

SECTION-4 PART-A

General Instructions to Bidders (GIB)

1. DEFINITIONS:

- 1.1. **BSNL:** The BSNL means the Bharat Sanchar Nigam Limited and its Board of Directors.
- 1.2. **BSNL:** The BSNL means the Bharat Sanchar Nigam Limited under the Ministry of Communications and Information Technology, which invites the Bids on behalf of the Bharat Sanchar Nigam Limited. All references of:

BSNL

Chief General Manager

General Manager

Deputy General Manager

Divisional Engineer

Sub Divisional Engineer

Junior Telecom Officer

Accounts officer

Assistant Accounts Officer

Junior Accounts Officer

Including other officers in the BSNL, whatever designations assigned to them from time to time, who may be the In-charge of direction, supervision, testing, acceptance and maintenance including their successor(s) in the office appearing in various clauses shall be taken to mean the Bharat Sanchar Nigam Limited under the Ministry of Communications and Information Technology, Govt. of India.

- 1.3. **The GMT Raichur** means the Head of SSA and his successors.
- 1.4. **The jurisdiction of the GMT Raichur:** The jurisdiction of the GMT Raichur means geographical area under his control, wherever he/she is working (consisting of Raichur, Gadag and Haveri Revenue Districts).
- 1.5. **Representative of the GMT Raichur:** Representative of the GMT Raichur means Officer and staff for the time being in the Raichur Telecom District deputed by the GMT Raichur for inspecting or supervising the work or testing etc.
- 1.6. **Engineer – in – charge:** The Engineer – In – charge means the Engineering Officer nominated by the BSNL to supervise the work, under the contract (Minimum Divisional Engineer/ CAO Level Officer).
- 1.7. **Site Engineer:** Site Engineer shall mean an SDE or JTO of the BSNL who may be placed by the GMT Raichur as in- charge of the work at **site** at any particular period of time.
- 1.8. **Contract:** The term contract means, the documents forming the Bid and acceptance thereof and the formal agreement executed between the competent authority for and on behalf of the Bharat Sanchar Nigam Limited and the contractor, together with the document referred to therein including these conditions, the specifications, instructions issued from time to time, by the engineer-In-charge and all these documents taken together shall be deemed to form on contract and shall be complementary to one another. In the contract, the following expressions shall, unless the context otherwise requires, have the meanings, hereby respectively assigned to them. The expression works or work shall unless there be something either in the subject or context repugnant to such construction, be construed and taken to mean the works by or by virtue of the contract contracted to be executed

whether temporary or permanent, and whether original, altered, substituted or additional.

- 1.9. **Contractor:** The contractor shall mean the individual, firm or company, whether incorporated or not, undertaking the works and shall include the legal personal representative of such individual or the persons composing such firm or company, or the successors of such firm or company and the permitted assignees of such individual, firm or company.
- 1.10. **Work:** The expression “works” shall unless there be something either in the subject or context repugnant to such construction, be construct and taken to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent and whether original altered, substituted or additional.
- 1.11. **Schedule(s):** Schedule(s) referred to in these conditions shall mean the relevant schedule(s) or the standard schedule of rates mentioned in the document.
- 1.12. **Site:** The site shall mean the land/or other places on, into or through which work is to be executed under the contract or any adjacent land, path or street through which, the work is to be executed under the contract or any adjacent land, Path or street which may be allotted or used for the purpose of carrying out the contract.
- 1.13. **Normal time or stipulated time:** Normal time or stipulated time means time specified in the work order to complete the work.
- 1.14. **Extension of Time:** extension of Time means the time granted by the BSNL to complete the work beyond the normal time or stipulated time.
- 1.15. **Date of Commencement of Work:** Date of Commencement of work mean’s the date of actual commencement of work or 3rd day from the date of issue of work order, whichever is earlier.
- 1.16. **Due date of completion:** Due date of completion shall be the date by which the work shall be completed in all respect at site including clearance of site.
- 1.17. **Duration of completion of work:** The duration of completion of work or completion time shall be time specified in the work order plus extension of time granted, if any.
- 1.18. **Excepted risk:** Excepted risk are risks due to war (whether declared or not), invasion, act of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, military or usurped power, any acts of BSNL damages from aircraft, other causes over which, the contractor has no control and the same having been accepted as such, by the Accepting Authority or causes solely due to use or occupation by the BSNL of the part of the work, in respect of which a certificate of completion has been issued.
- 1.19. **Near Relative:**
The near relatives of all BSNL Employees either directly recruited or on deputation are prohibited from participation in tenders and execution of works in the different units of BSNL. The detailed guidelines in this regard are given in the following paragraphs.

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

The near relatives for this purpose are defined as:

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

As per Government of India's CCS Conduct rule 4, no Government servant shall in the discharge of his official duties deal with any matter or sanction any contract to any company or for any other person if any member of his family is employed in that company or firm or under that person or if he or any member of his family is interested in such matter or contract in any other manner and the Govt. Servant shall refer every such matter or contract to his official superior. This clause is applicable to all BSNL employees and in view of this as soon as any BSNL employee becomes aware of the above aspect, he must intimate this to the prescribed authority. For non-executive employees this authority is SSA Head / Circle Head / Chief Engineer / Chief Arch. / Corporate office under whom he is posted. For executive employees (at present some of them are called as Gazetted officers) the prescribed authority for this purpose is Circle Head / Chief Engineer / Chief Archt. / Corporate office under whom he is posted.

The Company or firm or any other person is not permitted to tender for works in BSNL Unit in which his near relative(s) is (are) posted. The unit is defined as SSA/Circle/Chief Engineer/Chief Archt. / Corporate Office for non-executive employees and all SSA in a circle including circle office/Chief Eng. /Chief Arch. /Corporate office for executive employees (including those called as Gazetted officers at present. The tenderer should give a certificate that none of his/ her such near relative is working in the units as defined above where he is going to apply for tender/work. Any breach of these conditions by the company or firm or any other person, the tender/work will be cancelled and earnest money/security deposit will be forfeited at any stage whenever it is so noticed. The department will not pay any damages to the company or firm or the concerned person. The company or firm or the person will also be debarred for further participation in the concerned unit.

The format of the certificate to be given is "IS/o.....resident of hereby certify that none of my near relative(s) and none of near relative(s) of proprietor/ partner(s)/ director(s) of company is/ are employed in BSNL unit as defined in the tender document at clause 1.19 of Section-4 Part-A. In case at any stage, it is found that the information given by me is false/ incorrect, BSNL shall have the absolute right to take any action as deemed fit/without any prior intimation to me".

- 1.20. "The Purchaser" means the GMT, RAICHUR.
- 1.21. "The Bidder" means an individual or the firm who participates in this tender and submits its bid.
- 1.22. "The Supplier" means an individual or the firm providing services under the contract.

- 1.23. "The Services" means printing of bills, detailed bills or any other documents and post print operations.
- 1.24. "Letter of Intent (LOI)" means the written communication to the successful tenderer of the intention of the purchaser for the purchase of the services as per the purchase order read with the tender documents.
- 1.25. "Purchase Order" means the written order signed by the purchaser for the purchase of services after the successful bidder has accepted the LOI. It shall include all the attachments and appendices thereto and all the documents incorporated by the reference therein. This, along with the letter of Intent and tender documents shall constitute the contract.
- 1.26. "The Contract Price" means the price payable to the supplier under the purchase order for the full and proper compliance of his contractual obligations.
- 1.27. The records, terms and expressions not specifically defined herein or in the tender documents shall have the same meaning assigned to them in the Indian Sale of Goods Act, 1930 or the Indian Contract Act., 1872 or the General Clause Act, 1897 as the case may be. The Head notes are not guidance only and shall not affect the interpretation or construction of any provision thereof and in the tender documents.
- 1.28. "SBO" means Service Bureau Organization that is the vendor/contractor who will be providing the printing service.
- 1.29. "ABF-Amount Billed For" Means amount for which the bill is issued.
- 1.30. "Print Impression/Image" means printing on one side of paper.

2. ELIGIBILITY OF BIDDERS:

- 2.1 **The invitation of bids is open to all contractors as per their eligibility mentioned in NIT of this Bid document.** The Contractors/ Firms blacklisted (i.e. Debarred for taking works) by BSNL or other Government Agency for taking works in BSNL shall not be eligible for the duration of their blacklisting. If the bidder hides the fact of being blacklisted than it shall be considered as fraud to a Government Agency i.e. BSNL. If, at later stage, it is found that the bidder has got contract hiding this fact than the award of contract shall be rescinded and the work shall be got done from other agency at the risk & cost of the bidder. The contractor shall not be eligible for any payments on account of this. If the work has not been started than the EMD shall be forfeited.
- 2.2 If at the later stage, it is found that any document submitted by bidder with the bid or agreement is fake or tempered then the award of contract shall be rescinded and the work shall be got done from other agency at the risk & cost of the bidder. The contractor shall not be eligible for any payments on account of this. If the work has not been started than the EMD shall be forfeited.
- 2.3 The Contractor must read carefully all the terms, conditions and specifications before filling up the Bid schedule and his quotation. 'Clause' No. is indicated before each 'Title'. Tenderers are requested to get well versed with the tender conditions/ guidelines written hereunder. Those tenderers who cannot read English may get it translated at their own risk, in a language known to them and understand the conditions. Any clarification required can be had from the Divisional Engineer concerned, in whose division the tender is called, who is the authorized representative of the "BSNL", or the Sub Divisional Engineers or any other officer/ official working with him, who may be authorized by him to supervise and oversee the work on his behalf. **Time along with quality of work is the essence of this contract. In**

general, no excuse for difficulty in performing the work will be entertained at any stage of the tender.

3. Examination of Worksite By Bidder/Contractor:

- 3.1. The Bidder, at his own responsibility, cost and risk, is encouraged to visit and examine the offices of work and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for execution of the work. The costs of visiting the offices shall be at the Bidders own expense. It shall be deemed that the tender has visited the site/area and got fully acquainted with the working conditions and other prevalent conditions whether he actually visits the site/area or not and has taken all the factors into account while quoting his rates.
- 3.2. It will be imperative of each Tenderer to fully inform himself/herself of all legal conditions and factors which may have any effect on the execution of the contract as described in the tender documents. Bharat Sanchar Nigam Ltd (A Govt. of India Enterprise.) shall not entertain any request for clarification from the bidder regarding such legal conditions.
- 3.3. It is the responsibility of the bidder that all factors have properly been investigated and considered while submitting the bid and that no claim whatsoever including those for financial adjustment to the contract awarded under the bidding documents will be not entertained by Bharat Sanchar Nigam Ltd (A Govt of India Enterprise).

4. Bid Documents:

The work to be carried out, goods required, bidding procedures and contract terms are prescribed in the Bid Document. The Bid Document includes:

4.1. Qualifying Bid:

- 4.1.1. Detailed Notice Inviting Tender (DNIT).
- 4.1.2. Bid Form.
- 4.1.3. Bidder's Profile
- 4.1.4. Certificates/ Undertakings.
- 4.1.5. General Instructions to Bidders (GIB).
- 4.1.6. E-tendering Instructions to Bidders.
- 4.1.7. General (Commercial) Conditions of the contract (GCC).
- 4.1.8. Special Conditions of the Contract (SCC).
- 4.1.9. Scope of Contract & Specification of work.
- 4.1.10. Proforma for Performance Security Deposit Bank Guarantee, Specimen for Agreement.
- 4.1.11. Letter of Authorization for Attending Bid Opening, and Performa for Electronic Fund Transfer.

4.2. Financial Bid: Price Schedule (BOQ).

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. Queries on Bid Documents: A prospective bidder, requiring any clarification of the Bid Documents shall; notify the BSNL in writing or through website indicated in the invitation for Bids. The BSNL shall respond in writing to any request for clarification of the Bid Documents, which it receives not later than 7 days prior to the date for the opening of the bids. Copies of the query (without identifying the source) and the clarifications by the BSNL shall be sent to all the prospective bidders who have purchased the bid documents and all such clarifications issued by the BSNL will form part of the bid document. The same shall be posted on website www.eprocure.gov.in also. Those who are downloading tender document from website should download the clarification also and submit with the tender document.

6. Amendment to Bid Document:

6.1 The Purchaser i.e. BSNL may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, may modify bid documents by amendments prior to the date of submission of Bids with due notification to prospective bidders.

6.2 The amendments shall be posted on e-tendering portal (www.eprocure.gov.in) to all prospective bidders and these amendments will be binding on them.

6.3 In order to afford prospective bidders a reasonable time to take the amendment into account in preparing their bids, the purchaser may, at its discretion, extend the deadline for the submission of bids suitably.

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

8 Documents Establishing Bidders eligibility and qualifications:

The bidder shall furnish, as part of his bid documents establishing the bidder's eligibility, the following documents and all these documents needs to be signed/ self-attested by bidder:

Sl. No.	Details of the document
	Contents of 1st Envelope
1.	Cost of the Bid form in accordance to Clause No.1.1 of Section-1 Part- A (DD/ Banker's Cheque/ Cash Receipt in Original)
2.	Bid Security in accordance to Clause No.1 of Section-1.1 Part- A (DD/ Banker's Cheque/ PBG in Original)
3.	Latest MSE Registration (valid at least till the date of tender opening), in case of claim for the exemption from payment of Bid Security and cost of tender document
4.	Tender document in original, duly filled in and digitally sealed by the tenderer or his authorized representative. (All corrections and over writings must be signed along with seal)
5.	Bid Form, duly filled in, as per Section- 2

6.	Bidder's profile and certificates/ undertakings duly filled in, as per Section- 3
7.	Certificates from all Directors, if applicable, of the bidder stating that none of their near relatives are working in BSNL in accordance with clause No. 1 of Section- 3, Part- B.
8.	The copy of Experience certificate, issued by the competent authority, as per DNIT's clause no. 3 of Section- 1, Part- A.
9.	The Registration of Firm: Please attach attested copies of documents of registration/ incorporation of your firm with the competent authority as required by business law. The authenticated copy of registration in case of proprietorship, copy of registered partnership deed in case of partnership firm, copy of registered Memorandum of Association in case of Company, as applicable.
10.	Original "Power of Attorney", if applicable, in case person other than the Bidder signed the documents. The power of attorney should be for specific work and not general power of attorney. Tender is liable to be rejected if power of attorney is not submitted accordingly.
11.	Authorized Signatory in case of Partnership firm/ Company
12.	Valid GST Registration Certificate
13.	Attested copy of PAN Card
14.	Details for Electronic Fund Transfer
15.	Letter of authorization for attending bid opening, if applicable
	Contents of 2nd Envelope
16.	Rates quoted in the Financial bid- Price Schedule (BOQ) (Section-9)

Note:

- i. Scanned copies of all documents mentioned above should be signed with Digital Signature Certificate (DSC) by the authorized signatory of the bid offer (Power of Attorney holder). In case the representative of bidder company, who uploads the documents on e-tender portal using his Digital Signature Certificate (DSC), is different from the authorised signatory for the bid (Power of Attorney holder) then the representative who uploads the documents on e- tender portal using DSC issued in his name, shall also be made as one of the Power of Attorney holder by the bidder Company, in addition to the authorised signatory for the bid.
- ii. Submission of documents listed above is mandatory and non-compliance may result in rejection of the Bid during evaluation.
- iii. **All those documents (mentioned above) which are unable to be uploaded online, can be submitted offline along with the mandatory offline documents duly attested by the bidder as per clause 5.1 of Section-4 Part-B before scheduled date & time of submission.**
- iv. If some document is not applicable for the bidder then he has to upload scanned copy of paper mentioning "**The document < Name> called vide clause _____ is not applicable on us**" (Note: In <NAME> give full detail of that document).

10. Bid Security:

- 10.1 The bidder shall furnish, as part of his bid, a bid security (EMD) for the amounts shown in the DNIT. No interest shall be paid by the BSNL on the bid security for any period, what so ever.
- 10.2 The bid security is required to protect the BSNL against the risk of bidders conduct, which would warrant the security's forfeiture, pursuant to Para 11.
- 10.3 Bid Security shall be paid in the form of Crossed Demand Draft/ Banker's Cheque issued by any Nationalized /Scheduled Bank drawn in favour of **A.O. (Cash), BSNL, O/o G.M. Telecom, Raichur and payable at Raichur**. The DD should be valid for at least 90 days from the date of DNIT. Alternatively tenderer may deposit Bank Guarantee from a scheduled bank drawn in favour **A.O (Cash), BSNL, O/o G.M. Telecom, Raichur**, which should be valid for 180 days from the DNIT date.
- 10.4 A bid not secured in accordance with clause 10.1 & 10.3 above shall be rejected by the BSNL being non-responsive at the bid opening stage and archived unopened on e-tender portal for E-bid.
- 10.5 The bid security of the unsuccessful bidder will be refunded as promptly as possible.
- 10.6 The successful bidder's bid security will compulsorily be converted to part Performance security deposit in accordance with clause 5 of Section-5 Part-A.

11. The bid security shall be forfeited:

- 11.1. If a bidder withdraws his bid during the periods of bid validity specified in the bid document, or
- 11.2. If the bidder makes any modifications in the terms and conditions of the Bid before acceptance of the Bid, which are not acceptable to the BSNL or
- 11.3. If the Bidder is found to have given false/incorrect certificate in Section-3.
- 11.4. In case of successful bidder, if the bidder fails:
 - 11.4.1. To sign the agreement in accordance with clause 27 Section-4 Part- A, or
 - 11.4.2. To furnish Performance Security in accordance with clause 5 of Section-5 Part- A.

12. Rates :

- 12.1. The tenderer should quote the rates for all items given in Price Schedule/ BOQ in Financial bid- Section-9.
- 12.2. The Rates quoted should be inclusive of all taxes and all other applicable charges like transportation, but 'Exclusive of 'GST'.
- 12.3. Any provisional clauses included in the quotation as for instance 'subject to percentage', ' Market fluctuation' etc., which might affect the prices of the article will result the tender being rejected. Conditional tenders will be rejected.

- 12.4. The price 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 price quotation will be treated as non-responsive and rejected.
- 12.5. Discount, if any, offered by the bidders shall not be considered unless they are specifically indicated in the Price Schedule/ BOQ (financial Bid). Bidders desiring to offer discount shall therefore modify their offers suitably while quoting and shall quote clearly net price taking all such factors like Discounts, free supply, etc. into account.
- 12.6. The Bidder shall quote in Financial Bid in English only, both in figures and words.

13. Period of Validity of Bids:

- 13.1. Bid shall remain valid for 150 days from date of opening of the bid (Qualifying Bid). **A Bid valid for a shorter period shall be rejected by the BSNL as Non-Responsive.**
- 13.2. The BSNL reserves the right to request the lowest three (3) bidders as per read out list on the opening day to extend the bid validity for a period of further 90 days and the bidder has to necessarily extend the bid validity. Refusal to extend the bid validity will result in forfeiture of the bid security. A bidder accepting the request and extending the bid validity **will not be permitted to modify his bid.**
- 13.3. "The Bidders shall not be entitled during this period of 150 days, without the consent in writing of Divisional Engineer, to revoke or cancel his Bid or to vary the Bid submitted or in term thereof. The acceptance of Bid shall be communicated to the successful Bidder(s) by the Divisional Engineer."

14. Signing of Bid:

- 14.1. The bidder shall submit his bid, online complying all eligibility conditions, other terms and conditions of tender document to be read along with the clarifications and amendments issued in this respect. All the documents must be authenticated, using Digital Signature, by the authorized person. The letter of authorization shall be indicated by written power of attorney accompanying the bid.

Note:-The Purchaser may ask the bidder(s) to supply, besides original bid, additional copy of bids as required by him.

- 14.2. 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. All pages of the original bid, except for un-amended printed literatures, shall be digitally signed by the person or persons signing the bid.
- 14.3. The bidder shall submit, as a part of his bid, the bid documents (in original) digitally signed on each and every page, establishing the conformity of his bid to the bid documents of all the works to be executed by the bidder under the contract.
- 14.4. The Bidder will be bound by all terms, conditions, construction practice and specifications as detailed in this Bid Document.
- 14.5. In case the representative of bidder company, who uploads the documents on e-tender portal using his Digital Signature Certificate (DSC), is different from the

authorised signatory for the bid (Power of Attorney holder) then the representative who uploads the documents on e-tender portal using DSC issued in his name, shall also be made as one of the Power of Attorney holder by the bidder Company, in addition to the authorised signatory for the bid.

15. Method for submission of bid documents: Please refer Clause 5 of Sec.-4 Part-B.

16. Postponement of Bid Opening:

16.1. Wherever it is considered necessary to postpone the opening date of tenders, quick decision must be taken and communicated to the Bidders who have purchased the Bid documents. Such notice of extension of date of opening will be published on website.

16.2. The BSNL if subsequently, declares date fixed for opening of bids as holiday, the bids will be opened on next working day, time and venue remaining unaltered.

17. Late Bids: No bid shall be accepted either online by E-Tender Portal or offline document by the purchaser after the specified deadline for submission of bids prescribed by the BSNL. It is the sole responsibility of the Bidder that he should ensure timely submission of Bid.

18. Modifications and Withdrawal of Bids:

18.1. The e-Procurement system allows the bidders to modify and resubmit their bid documents before the 'closing date and time for bid submission' for the tender. After the closing date of bid submission, the bidders are not allowed to make any changes to their bid documents. The System will overwrite the old bids and only the latest uploaded document is retained. If you are resubmitting even a single document, the entire packet is to be resubmitted. The bidder may modify or withdraw his bid after submission and before opening, but offline documents need to be submitted accordingly, if required, in a properly sealed envelope (With Wax/Packing PVC tape).

18.2. No bid shall be modified subsequent to the deadline for submission of bids.

19. Bid Opening:

19.1. The purchaser shall open bids online in the presence of the authorized representatives of bidders physically present who chose to attend, at time & date specified in DNIT (Section-1) on due date.

19.2. The bidder's representatives, who are present, shall sign in an attendance register. Authority letter to this effect shall be submitted by the authorized representatives of bidders before they are allowed to participate in bid opening (A Format is given in enclosed in Section-8 Part- A).

19.3. A maximum of one representatives of any bidder shall be authorized and permitted to attend the bid opening.

19.4. For sequence & procedural details of opening of Bid, please refer Clause 7 to 9 of Section-4 Part-B.

19.5. The date fixed for opening of bids, if subsequently declared as holiday by the BSNL/submission of bid is not possible due to unavoidable circumstances, the bid will be opened on the following working day, time and venue remaining

unaltered unless the revised date of opening of bids is notified before opening of Tender.

20. Clarification of Bids by the BSNL:

- 20.1. 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. The request for the clarification and the response shall be in writing. **However, no post bid clarification at the initiative of the bidder shall be entertained.**
- 20.2. If any of the documents, required to be submitted along with the technical bid is found wanting, the offer is liable to be rejected at that stage. However the purchaser at its discretion may call for any clarification regarding the bid document within a stipulated time period. In case of non-compliance to such queries, the bid will be out rightly rejected without entertaining further correspondence in this regard.

21. Preliminary Evaluation:

- 21.1. BSNL 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. If there is discrepancy between words and figures, the amount in words shall prevail. If the Contractor 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 BSNL will determine the substantial responsiveness of each bid to the bid document. For purpose of these clauses a substantially responsive bid is one, which conforms to all the terms and conditions of the bid documents without deviations. The BSNL's determination of bids responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.
- 21.4. The BSNL will reject a bid, determined as substantially non-responsive and shall not subsequent to the bid opening be made responsive by the bidder by correction of the non-conformity.
- 21.5. The BSNL may waive any minor infirmity or no-conformity or irregularity in a bid, which does not constitute a material deviation, provide such waiver does not prejudice or affect the relative ranking of the bidder.

22. Evaluation and Comparison of Substantially Responsive Bids:

- 22.1. The BSNL shall evaluate in detail and compare the bids previously determined to be substantially responsive pursuant to clause 21.
- 22.2. If the offered rates of more than one bidder are same than the work may be divided equally among them.
- 22.3. **The evaluation will be done as a package not as item wise.**
- 22.4. The rates should be quoted for all the items given in the financial bid in Section-9.
- 22.5. **Evaluation Criteria:** This is a rate contract. The monthly quantity will depend on actual requirements. However a tentative average monthly quantities of papers in financial bid at Sl. No. 1.01 i.e.15000 and at Sl.No.1.02 i.e. 35500 are taken for

evaluation purpose only. The bidder/ SBO has to quote for both Sl. No. 1 &2. **L-1 will be decided on the basis of grand total cost for tentative average monthly quantities for both Sl. No. 1 &2.** The quoted rates should be inclusive of all duties, taxes, levies, etc. applicable from time to time during the currency of contract (excluding GST).

23. Disqualification:

Any attempt of negotiation, direct or indirect, on the part of the tenderer with the Authority to whom he has submitted the tender, or the Authority who is competent to finally accept the tender, any endeavor to secure any interest for an actual or prospective tenderer or influence by any mean, the acceptance of a particular tender will render the tender liable to exclusion from the consideration.

24. Contacting the BSNL:

- 24.1. No bidder shall try to influence the BSNL on any matter relating to its bid, from the time of bid opening till the time the contract is awarded.
- 24.2. Any effort by the bidder to modify his bid or influence the BSNL in the BSNL's bid evaluation, bid comparison or the contract award decisions shall result in the rejection of the bid.

25. Award of Contract:

- 25.1. The BSNL shall consider award of contract only to those eligible bidders whose offers have been found technically and financially acceptable.
- 25.2. Bids will be accepted and Contract will be finalized only with those of the Bidders, who in the opinion of GMT, Raichur having the capacity and resources to execute the work assigned in the prescribed time as per the time schedule attached separately.

26. Issue of Letter of Intent:

- 26.1. The issue of letter of intent shall constitute the intention if the BSNL to enter in to the contract with the bidder. Letter of intent will be the issued as offer to the successful bidder.
- 26.2. The bidder shall within 10 days of issue of letter of intent, give his acceptance along with
 - 26.2.1. Agreement Bond as per Section- 7 Part- A,
 - 26.2.2. Copy of registration certificate for GST,
 - 26.2.3. Performance security as per clause 5.1 Section- 5, Part- A, provided with the bid document,Failing which his EMD may be forfeited and bid is liable to be cancelled.

27. Signing of Agreement:

- 27.1. The successful tenderer has to execute an 'Agreement of Contract' as per the 'Agreement-format' vide Section- 7 Part- A on a non-judicial stamp paper of Rs.100/- within 10 days from the receipt of the 'provisional acceptance letter.

- 27.2. The signing of agreement shall constitute the award of contract on the bidder. The agreement with the Successful bidder shall be signed by the BSNL within 10 days of submission of performance security as per clause 26.2 above.
- 27.3. As soon as the Bid is approved by the competent authority, the Bid Security deposited by the successful bidder shall be compulsorily converted in to the Performance security deposit, which will be held by the BSNL till the completion of warranty period.
- 27.4. "In the event of failure of the Bidder to sign the Agreement within ten days of being called upon to do so or in the event of his failure to start the work as stipulates the amount of Earnest Money shall stand forfeited and the acceptance of the Bid shall be re-considered and revoked which will not amount to imposing of penalty. However in deserving cases, GMT Raichur may give time extension based on the submitted justification. In the event of bidder's failure to start the work as stipulates shall result in forfeiture of performance security deposit and the acceptance of the Bid shall be re-considered and revoked which will not amount to imposing of penalty."
28. **Annulment of Award:** Failure of the successful bidder to comply with the requirement of clause 26 or 27 shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security, in which event, the BSNL may make the award to any other bidder at the discretion of the BSNL or call for new bids.
29. **BSNL's right to vary quantum of work:** The BSNL reserves the right to decrease or increase the work by up to 25% of the total quantum of estimated cost without any change in the rates or other terms and conditions. However the individual item of works may be varied in any quantum within the overall limit of 25 % of the contracted value in terms of estimated cost. The successful tenderer is bound to accept additional orders to the extent as mentioned above, if any, at the same approved rates by this office during the validity period of the tender.
30. **BSNL's right to accept any bid and to reject any or all bids:**
- 30.1. The GMT, Raichur 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 what-so-ever and without thereby incurring any liability to the affected bidder or bidders on the grounds for the BSNL's action.
- 30.2. The tender approving authority is not bound to accept the lowest Bid.
31. **Representative of the BSNL:** The BSNL shall be represented by the CAO TR who will be in-charge of the works. BSNL representative in works site shall be the Site Engineer or such other representative as the CAO TR may from time to time designate in writing. The CAO TR and/or his assistant or nominee shall inspect the work and materials of the Contractor. Notice given in writing by the Contractor or the Contractor's representative to the Site Engineer or the CAO TR shall be deemed to be Site notice be given to the BSNL. Notices given in writing by the site Engineer or the CAO TR shall be deemed to be notice given by the BSNL to the Contractor. The Site Engineer and such other representatives as CAO TR may designate in writing shall be deemed to be authorized to represent the BSNL representative, as aforesaid, which is within his powers shall be binding on the Contractor.

32. **Representative of Contractor:** "The Contractor shall furnish to the BSNL, the scheme of his intended Organization for the contracted work, naming his superintendent. The Contractor shall have on each site a superintendent, being authorized to represent the Contractor on his designated the work, to whom the BSNL representative can make known decisions, authorizations and interpretations. The Contractor shall within ten days after the execution of the Contract/Agreement notify the BSNL the name(s) and address(s) of the Superintendent along with the specimen signatures in terms of site allocations. Any change in name and address of any Superintendent notified as aforesaid shall be promptly intimated in writing to the BSNL. Notices given in writing to the Superintendents shall be deemed to be notices given to the Contractor. The Contractor shall also have a Manager fully authorized to represent Contractor on matters involving more than one work notification in respect of whom shall likewise be given to the BSNL and who shall likewise be the Contractor's representative in terms aforesaid."
33. These instructions to the Bidder shall be deemed to form part of the Agreement/Contract for the work.

(End of Section- 4 Part- A)

SECTION-4 PART-B

E-Tendering Instructions to Bidders

These E-Tendering Instructions to Bidders supplement General Instructions to Bidders as mentioned in Section-4 Part-B of the Tender Document.

General Instructions to Bidders for Online Bidding: Submission of Online Bids is mandatory for this tender. E-Tendering is a new methodology for conducting public procurement in a transparent and secured manner. Vendors will be the biggest beneficiaries of this new system of procurement. For conducting electronic tendering, BSNL Karnataka Telecom Circle has decided to use the Portal (<http://www.eprocure.gov.in>) through Central Public Procurement Portal.

For participating in this Tender online, the following instructions are to be read carefully. These instructions are supplemented with more detailed guidelines on the relevant screens of the CPPP.

1. TENDER Bidding Methodology:

Sealed Bid System –‘Single Stage Using Two Electronic Envelopes’,
The Techno-commercial & Financial bids shall be submitted online by the bidder at the same time.

2. Broad outline of activities from Bidders prospective:

- 2.1. Procure a Digital Signing Certificate (DSC)
- 2.2. Register on Electronic Tendering System® (ETS)
- 2.3. Create Users and assign roles on ETS
- 2.4. View Notice Inviting TENDER (NNI TENDER) on ETS
- 2.5. Download Official Copy of TENDER Documents from ETS
- 2.6. Clarification to TENDER Documents on ETS
 - i. Query to BSNL (Optional)
 - ii. View response to queries posted by BSNL, as addenda.
- 2.7. Bid-Submission on ETS
- 2.8. Attend Online Tender Opening Event (TOE) of Techno-commercial Part
- 2.9. View Post-TOE Clarification posted by BSNL on ETS (Optional) Respond to BSNL's Post-TOE queries
- 2.10. Attend Online Tender Opening Event (TOE) of Financial-Part (Only for Technical Responsive Bidders).

3. Digital Certificates:

For integrity of data and its authenticity/ non-repudiation of electronic records, and be compliant with IT Act 2000, it is necessary for each user to have a Digital Certificate (DC). also referred to as Digital Signature Certificate (DSC), of Class 2 or above, issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer <http://www.cca.gov.in>]. 5. Digital Signature Certificate (DSC) is not required by Companies but by individuals. For example the Director or the Authorized signatory signing on behalf of the Company requires a DSC.

4. Registration:

To use the Electronic Tender® portal (<https://www.eprocure.gov.in/>), vendor needs to register on the portal. Registration of each organization is to be done by one of its senior persons who will be the main person coordinating for the e-tendering activities. For further details, use the Electronic Tender portal www.eprocure.gov.in, the vendor should visit the home page of the portal www.eprocure.gov.in and go to the eprocure link then select Bidders Manual KIT. On successful submission of Registration details. Please contact NIC Helpdesk as given below, to get your registration accepted/activated.

CPPP HELPDESK	
Telephone No. (Toll Free)	1800 3070 2232
E-Mail I.D.	cphp-nic@nic.in
BSNL CONTACT DETAILS.	
BSNL's Contact Person	Shri B V Kulkarni
Telephone No.	08532-238101 (between 10:00 hrs. to 17.00 Hrs. on working days.
E-Mail I.D.	bvkulkarni555@gmailcom

5. **Method for submission of bid documents:** In this E-tender proposal the bidder has to participate in e-bidding online. Some documents are to be submitted physically offline as mentioned below:

5.1. **Offline submission:** The Bidder shall submit the following documents offline to AGM (A.) O/o. GMTD BSNL Raichur Telecom District, Raichur – 584102 on or before 15.00 hours of 20.03.2018 in a properly sealed envelope (with sealing wax/packing PVC tape), either in person or by post / courier. Submitting offline documents in time is bidder's responsibility. This office will not responsible for any postal/courier delay. The documents should be dropped in the tender box kept for same purpose. Tender box will be sealed after scheduled time and date of the submission. **Non- submission of mandatory offline documents within last date & time for the submission shall result in to rejection of the bid.**

5.1.1. EMD – Bid security (original copy) for Rs.10250/- (Rupees Ten Thousand Two hundred and fifty Only) through DD/Banker's Cheque /Bank guarantee. DD/Banker's Cheque should be drawn in favour of **A.O. (Cash), BSNL, O/o G.M. Telecom, Raichur** and payable at Raichur. Bank Guarantee from a scheduled bank should be drawn in favour A.O. (Cash), BSNL, O/o G.M. Telecom, Raichur, which should be valid for 180 days from the DNIT date. **In case of exemption, valid MSE certificate should be submitted as per clause no. 16 of Section-1 Part-A.**

5.1.2. DD/ Banker's Cheque of Tender fee (original copy) for Rs. 590/- (Rupees Five hundred ninety only) in favour of **A.O. (Cash), BSNL, O/o G.M. Telecom Raichur** and payable at Raichur OR Original receipt of cash payment to the A.O. (Cash), BSNL, O/o G.M. Telecom Raichur. **In case of exemption, valid MSE certificate should be submitted as per clause no. 16 of Section-1 Part-A.**

5.1.3. Original "Power of Attorney", if applicable, in case person other than the Bidder signed the documents. The power of attorney should be for specific work and not

general power of attorney. Tender is liable to be rejected if power of attorney is not submitted accordingly.

5.1.4. The envelope must bear the following on the left hand top corner side:

Tender for Heavy duty Printing of Telephone Bills, in multi-colour, of Raichur SSA, using three colours in pre-printed stationery & using Advanced Laser Technology /Electro Photography Printing Solutions & carrying out Post Printing Operations

“Not To Open Before (Due Date of Tender)”

(NIT No. G-103/E-Tender/PrintingTF-Bill/2017-18/1 dated 22.02.2018)

5.1.5. The envelope should bear the full address of the tendering authority at the center of envelope.

5.1.6. The envelope should bear the full name and full address of the Bidder at the bottom right hand side corner of the envelope.

Note: The Bidder has to upload the Scanned copy of all above said documents during online Bid submission also. The above-mentioned offline submitted documents will be verified with the uploaded scanned copies.

5.2. **Online Submission:** All these documents need to be signed/ self-attested by bidder.

Sl. No.	Details of the document
	Contents of 1st Envelope
1.	Cost of the Bid form in accordance to Clause No.1.1 of Section-1 Part- A (DD/ Banker's Cheque/ Cash Receipt in Original)
2.	Bid Security in accordance to Clause No.1 of Section-1.1 Part- A (DD/ Banker's Cheque/ PBG in Original)
3.	Latest MSE Registration (valid at least till the date of tender opening), in case of claim for the exemption from payment of Bid Security and cost of tender document
4.	Tender document in original, duly filled in and digitally sealed by the tenderer or his authorized representative. (All corrections and over writings must be signed along with seal)
5.	Bid Form, duly filled in, as per Section- 2
6.	Bidder's profile and certificates/ undertakings duly filled in, as per Section- 3
7.	Certificates from all Directors, if applicable, of the bidder stating that none of their near relatives are working in BSNL in accordance with clause No. 1 of Section- 3, Part- B.
8.	The copy of Experience certificate, issued by the competent authority, as per DNIT's clause no. 3 of Section- 1, Part- A.
9.	The Registration of Firm: Please attach attested copies of documents of registration/ incorporation of your firm with the competent authority as required by business law. The authenticated copy of registration in case of proprietorship, copy of registered

	partnership deed in case of partnership firm, copy of registered Memorandum of Association in case of Company, as applicable.
10.	Original “Power of Attorney”, if applicable, in case person other than the Bidder signed the documents. The power of attorney should be for specific work and not general power of attorney. Tender is liable to be rejected if power of attorney is not submitted accordingly.
11.	Authorized Signatory in case of Partnership firm/ Company
12.	Valid GST Registration Certificate.
13.	Attested copy of PAN Card
14.	Details for Electronic Fund Transfer
15.	Letter of authorization for attending bid opening, if applicable
	Contents of 2nd Envelope
16.	Rates quoted in the Financial bid- Price Schedule (BOQ) (Section-9)

Note:

- 5.2.1. If some document is not applicable for the bidder, then he has to upload scanned copy of paper mentioning ‘the document <name> called vide clause_is not applicable on us.
- 5.2.2. All the online documents to be submitted in one pdf file.
- 5.2.3. All those documents (Contents of 1st Envelopes) which are unable to be uploaded online , can be submitted offline along with the mandatory offline documents duly attested by the bidder as per clause 5.1 of Section-4 Part-A before scheduled date & time of submission.
- 5.2.4. Please take care to scan documents that total size of documents to be uploaded remains minimum. If required, documents may be scanned at lower resolutions say at 150 dpi. However it shall be sole responsibility of bidder that the uploaded documents remain legible.
- 5.2.5. Utmost care may be taken to name the files / documents to be uploaded on CPPP. These should be no special character or space in the name of file. Only underscores are allowed. The illustrative examples are given below:

File Name	Allowed or not	Reason for allowed / not allowed
QA Certificate	Not allowed	Space in between words / characters
QACertificate(I)	Not allowed	Special characters not allowed.
QA_Certificate	Allowed	Under Score allowed between words /
QACertificate	Allowed	Upper & Lower case allowed

- 5.2.6. It is advised that all the documents to be submitted as per Clause 5.2 of Section-4 Part-A of bid document are kept scanned or converted to PDF format in a separate folder on your computer before starting on-line submission.
- 5.2.7. The names and total size of each document (Preferable below 50 MB) may be checked before uploading.

6. Special Note on Security of Bids: Security related functionality has been rigorously implemented in ETS in a multi-dimensional manner. Starting with 'Acceptance of Registration by the Service Provider', provision for security has been made at various stages in Electronic Tender's software.

7. Online Tender Opening Event (TOE):

- 7.1. CPPP offers a unique facility for 'Online Tender Opening Event (TOE)'. Tender Opening Officers as well as authorized representatives of bidders can attend the Online Tender Opening Event (TOE). Every legal requirement for a transparent and secure 'Online Tender Opening Event (TOE)' has been implemented on CPPP.
- 7.2. The bids will be opened in 2 stages i.e. (i) Techno-commercial bid & (ii) **Financial bid**. The techno- commercial bid shall be opened on the date of Tender opening given in DNIT. **The financial bid will not be opened on the date of opening of techno-commercial bids.**
- 7.3. As soon as a Bid is decrypted by the TOC, the documents will be opened from the Techno-commercial bid one by one and the same report of TOC will be uploaded on e-tender portal.
- 7.4. Thereafter the TEC will evaluate Techno-commercial bids and the report of TEC will be approved by competent authority. Techno- commercially qualified bidders will be informed for financial bid opening schedule and the details of Techno- commercially qualified bidders will be uploaded on the website www.eprocure.gov.in.
- 7.5. The financial bids of those bidders who are approved to be techno-commercially qualified by the competent authority will be opened by TOC online as per procedure of the e-tender portal.

8. The following information should be read out at the time of Techno-commercial bid opening:

- 8.1. Name of the Bidder
- 8.2. Name of the item
- 8.3. EMD amount & validity and acceptability
- 8.4. Information in respect of eligibility of the bidder
- 8.5. Details of bid modification / withdrawal, if applicable

9. The following information should be read out at the time of Financial bid opening:-

- 9.1. Name of the Bidder
- 9.2. Name of the item
- 9.3. Quantities / prices quoted in the bid
- 9.4. Discount if offered
- 9.5. Taxes & levies.

10. Price Schedule / BOQ (Bill of Quantity): Utmost care may kindly be taken to upload Price Schedule/ BOQ (Section-9). Any change in the format of Price Schedule / BOQ file shall render it unfit for bidding. Following steps may be followed:

- 10.1. Download Price Schedule / BOQ in XLS format.
- 10.2. Fill rates in down loaded Price Schedule / BOQ as specified in XLS format only in Green back ground cells. Don't fill in grey back ground cells.
- 10.3. BOQ file is password protected XLS file. Don't unprotect the file. Price has to be filled in the same file and has to be uploaded.
- 10.4. Save filled copy of downloaded price schedule / BOQ file in your computer and remember its name & location for uploading correct file (duly filled in), when required.

11. Other Instructions: For further instructions, the vendor should visit the home-page of the portal (www.eprocure.gov.in), and go to the Bidders Manual Kit. The compatible support software (PDF Converter, Java, etc.) for online bid submission may be downloaded from CPP Portal.

Important Note: It is strongly recommended that all authorized users of Supplier organizations should thoroughly peruse the information provided under the relevant links of e-procurement portal (CPPP), and take appropriate action. This will prevent hiccups, and minimize teething problems during the use of CPPP.

The following ‘FOUR KEY INSTRUCTIONS for BIDDERS’ must be assiduously adhered to:

- 11.1. Obtain individual Digital Signing Certificate (DSC or DC) well in advance of your first Tender submission deadline on CPPP.
- 11.2. Register your organization on CPPP well in advance of your first Tender submission deadline on CPPP.
- 11.3. Get your organization’s concerned executives trained on CPPP well in advance of your first TENDER submission deadline on CPPP.
- 11.4. Submit your bids well in advance of Tender submission deadline on CPPP as there could be last minute problems due to internet timeout, breakdown, etc.
While the first three instructions mentioned above are especially relevant to first-time users of CPPP, the fourth instruction is relevant at all times.
- 11.5. BSNL shall not be responsible any problem arising out of internet connectivity issues.**

12. Minimum Requirements at Bidders end:

- 12.1. Computer System with good configuration (Min P IV, 1 GB RAM, Windows XP).
- 12.2. Broadband connectivity.
- 12.3. Microsoft Internet Explorer 6.0 or above.
- 12.4. Digital Certificate(s) for users.

(End of Section- 4 Part- B)

SECTION-5 PART-A

General (Commercial) Conditions of Contract (GCC)

1. Application: The General conditions shall apply in contracts made by the BSNL for Printing of Telephone Bills of Raichur SSA.

2. Standards:

- 2.1. The works to be executed under the contract shall conform to the standard practice as prescribed under Section-5 Part- B & Section- 6.
- 2.2. Submission of bid against the DNIT shall bind the bidder for the acceptance of all the conditions specified herein or in tender document, unless otherwise agreed by BSNL.
- 2.3. The contractor shall provide all the tools required for the work and shall be responsible for materials and tools in proper condition.
- 2.4. Patents rights: The supplier shall indemnify the purchaser against the third-party claims/ actions of infringement of patent, trademark or industrial design rights arising from use of the services or any part thereof in Indian Telecom Network.

3. Prices:

- 3.1. Prices charged by the Contractor for the works performed under the Contract shall not be higher from the prices quoted by the Contractor in his Bid.
- 3.2. Prices once fixed will remain valid for the period of contract. Increase and decrease of taxes/duties will not affect the price during this period except service tax.
- 3.3. The Bid schedule shall be read in conjunction with construction specifications, instructions to Bidders and conditions of Contract and the Bidder/Contractor shall be deemed to have carefully examined all these documents. It is further understood and agreed that the Contractor by careful examination satisfied himself to the nature and the location of work, facilities needed preliminary to and during the execution of work, the general and local conditions, the labour conditions prevailing thereof, the detailed descriptions of the work to be done and the way in which they are to be carried out within the time schedule and all other matter which can in any way affect the works under the Contract before giving his tendered rates. The specifications for the entire work are to be read together and not in isolation.
- 3.4. The Bid schedule shall be read in conjunction with the description of Jobs.

4. Subcontracts:

- 4.1. The contractor shall not assign, sub contract or subject the whole or any part of the works covered by the contract, under any circumstances.
- 4.2. Where the Contractor is a partnership firm, the previous approval in writing of the Engineer-in-charge shall be obtained before any change is made in the constitution firm. Where Contractor is an individual or a Hindu undivided family business concerns such approval as aforesaid shall likewise be obtained

before the Contractor enters into any partnership agreement hereunder the partnership firm would have the right to carry out the work hereby undertaken by the Contractor. If previous approval as aforesaid is not obtained, the contract shall be deemed to have been assigned in the contravention of above Clause 4.1 thereof & the same action may be taken & the same consequence shall ensue as provided in said Clause 4.1.

5. Performance Security Deposit (PSD):

5.1.The contractor whose tender has been accepted shall deposit an additional sum, at the time of executing the Contract Agreement, which along with the EMD submitted with the tender, will make the security deposit equal to 10% (ten percent) of the approved tender cost i.e. contract value. The contractor shall furnish a demand draft of the additional sum. If contractor submits Bank Guarantee, he should submit it of total 10 % of the contract value. The EMD will be refunded to contractor after acceptance of Bank Guarantee by BSNL.

If in the opinion of the Tender Evaluation committee the quoted rates are abnormally low (25% or more below the estimated rates), an additional security deposit to the tune of 5 % of the estimated cost of work mentioned in tender shall be deposited by the contractor before signing of the agreement and issue of work order by BSNL. This additional security deposit shall be in addition to prescribed performance security deposit and the same shall be refunded immediately after successful completion and acceptance of work and on receipt of written request.

5.2.The Performance Security Deposit/ Additional Security Deposit has to be submitted in the form of demand draft/ Performance Bank Guarantee, from any nationalized / scheduled Bank, **payable at Raichur** in the name of **AO (Cash), BSNL, O/o GMT, Raichur**. The Performance Security will be a non-interest bearing deposit, for any period what so ever. Performance Bank Guarantee shall be in form provided in Section- 7 Part- B of this Bid document. The validity period of Performance Security in the form of Performance Bank Guarantee shall be two years. However contractor shall have to extend the validity of bank guarantee for a further period of one year or more, till the due fulfillment of all terms and conditions of this bid document by the contractor. This extension of validity of bank guarantee shall be submitted to BSNL by contractor at least one month before the expiry date, failing which BSNL may resort to encashment of bank guarantee where the contractor fails to honor his contractual obligations of fulfillment of all terms & conditions of this bid document.

5.3.The proceeds of the security deposit shall be payable to the BSNL as compensation for any loss resulting from the contractor's failure to complete its obligations under the contract.

5.4.The security deposit shall be refunded after expiry of warranty period of last work executed provided there are no recoveries to be made arising out of poor quality of work, incomplete work and/or violation of any terms and conditions of the contract as stipulated in the bid document.

5.5.No interest will be paid to the contractor on the security deposit.

6. **Unclaimed Security Deposit:** Security Deposit(s) that is (are) due for refund to the Contractor/Supplier and remain unclaimed for three years after its/their refund become(s) admissible (for instance, after the contractor/supplier fulfils his contract shall be dealt with in accordance with the provisions contained in the rules of the BSNL.

7. Issue of Work Order:

- 7.1. The work orders shall be issued by CAO TR, after examining the technical and planning details of the works to be executed, from time to time during the validity period as well as extended validity period.
- 7.2. The BSNL reserves the right to cancel or modify the scope of work stipulated to be carried out against the work order in the event of change of plan necessitated on account of technical reasons or in the opinion of work order issuing authority or the GMT Raichur, the contractor is not executing the work at the required pace.
- 7.3. The Contractor shall not undertake or make any change or do any work under this contract unless he has received written instructions from Engineer-in-charge.
- 7.4. The Contractor shall not be entitled to any compensation in addition to the contract price for the performance of any work not envisaged under the contract, unless prior to the performance of such work he has received from Engineer-in-Charge written authorization to perform such work.
- 7.5. A copy of the work order shall be attached to the concerned bill while submitting for payment.

8. Extension of the Time Limit:

8.1. General:

- 8.1.1. In each work order, the work order issuing authority shall specify the time allowed for completion of work consistent with the magnitude and urgency of work. The time allowed for carrying out the work is to be strictly observed by the contractor and shall be reckoned from third day from the date of issue of work order.
- 8.1.2. In as much as “the time being deemed to be the essence of contract”, throughout the stipulated period of contract, the work is to be proceeded with all due diligence on the part of the contractor.

8.2. Application for Extension of the Time and Sanction of Extension of time (EOT):

- 8.2.1. There may be some hindrances, other than covered under *force majeure*, while execution of work and in such cases the contractor shall apply in writing to the engineer-in-charge for extension of time (EOT), on account of which he desires such extension within three days of occurrence of hindrance. The Engineer-in-charge shall forward the request to the competent authority i.e. GMT Raichur in the prescribed Form. The competent authority is empowered to grant extension of time for completion of work on certain conditions. He shall exercise such powers, if the following conditions are satisfied:
 - 8.2.1.1. The application contains the ground(s), which hindered the contractor in execution of work.

- 8.2.1.2. The CAO TR is of the opinion that the grounds shown for extension of time are reasonable.
- 8.2.2. The competent authority shall consider the request keeping all the facts and circumstances in view and shall grant extension of time, if in his opinion, there are reasonable and sufficient grounds for granting such extension and the reasons for delay are not ascribable to the contractor.
- 8.2.3. The competent authority may also grant extension of time for completion of work in cases where reasons for delay are ascribable to the contractor, but such extension of time shall be with LD charges as per clause dealing with penalty for delays in execution of works.
- 8.2.4. The competent authority shall grant EOT with time period for completion of work expressly mentioned. The sanction of the competent Authority of EOT shall be issued under the signature of the Engineer in-charge.
- 8.2.5. If the competent authority is of the opinion that the grounds shown by the contractors are not reasonable and sufficient and declines to grant the extension of time, the contractor cannot challenge the soundness of the opinion by reference to arbitration. The decision of the competent authority on period of extension of time or refusal for extension of time shall be final and binding on the contractor.

8.3. Grant of Extension of Time without Application:

- 8.3.1. There are, at times, practical difficulties/ reasons of which are ascribable to the BSNL. In such cases, the Engineer-in-charge with the approval of competent authority to sanction EOT, may issue extension of time suo motto without waiting for contractor to make an application for EOT. Entry of hindrances shall be made in the Hindrance Register. The BSNL will, however not be liable to the contractor for any losses or damages, costs, charges, or expenses that the contractor may in any way sustain/suffer due to delay in making the above available.
- 8.3.2. The contractor shall not be justified in abandoning the contract because the BSNL has delayed making payments in respect of other work being done for the BSNL by the contractor.

9. Payment Terms:

9.1.E-Payment:

- 9.1.1. In cities/areas where ECS/NEFT facility is provided by banks, the bidder must have Accounts in such ECS/NEFT facility providing banks and that bank account number shall be quoted in the bids by the bidder.
- 9.1.2. The cost of ECS/NEFT will be borne by BSNL in all cases where the payment to Contractor/supplier is made in a local branch i.e., bidder is having bank account in the same place where the payment is made by BSNL unit.
- 9.1.3. In case payment is made to outside branch i.e., bidder is having bank account not in the same place from where the payment is

made by BSNL unit, the crediting cost will have to be borne by the bidder/recipient only.

9.1.4. The bidder must submit the Performa given in Section- 8 Part-B for transfer of payment through Electronic Clearance/ Electronic Fund transfer.

9.1.5. In case e-payment is not possible, payment shall be made by Account payee Cheque.

9.2.Procedure for Preparation and settlement of bills:

- 9.2.1. The pre-receipted bill in triplicate along with acknowledged consignment note receipt or work order, and the certificate regarding the satisfactory completion of the work (given on the bill itself) should be submitted before the 3rd of every month for the job executed during the preceding month to the CAO TR for effecting the payment. The last and final bill should be submitted for payment within one month of the expiry of the tender contract. Bills received after One month of the expiry of the tender contract will not be entertained for payment. However GMT Raichur may give extension in the deserving cases. No bills will be received after refund of the SD of the concerned tender contract.
- 9.2.2. Payment shall be through NEFT/ RTGs and subject to statutory deductions at source and subject to availability of funds after the bills are passed by the competent authority.
- 9.2.3. The contractor should furnish the GST registration Number, and PAN number on the bill as applicable. GST should be shown separately in the Bills and the same will be paid as per the prevailing rate of Sales tax as announced by the Government from time to time. Proof of payment of 'Sales tax' should be produced before the undersigned whenever asked for it. The contractor should provide a copy of the 'Sales tax registration certificate' and the 'Sales tax registration number to claim the sales tax. The Sales tax Number has to be reflected on all the bills received from the contractor for availing 'Sales tax'.
- 9.2.4. The billed amount will be paid after satisfactory completion of work. The bills of the contractor will be paid after deduction of the statutory taxes as applicable, after certification of satisfactory completion of work by the concerned CAO/AGM.
- 9.2.5. The bills are to be submitted in triplicate and in the manner and form that may be prescribed by the CAO TR. The payment will be through ECS/NEFT/RTGS for the amount passed in the bill. The contractor should submit the mandate form for this purpose along with the Agreement while entering into the Contract.

10. Rescission/Termination of Contract:

10.1. **Circumstances for rescission of contract:** Under the following conditions the competent authority may rescind the contract. If the contractor commits breach of any item of terms and conditions of the contract:

- 10.1.1. If the contractor suspends or abandons the execution of work and the engineer in-charge of the work comes to conclusion that work could not be completed by due date for completion or the contractor had already failed to complete the work by that date.
- 10.1.2. If the contractor had been given by the officer-in-charge of work a notice in writing to rectify/replace any defective work and he/she fails to comply with the requirement within the specified period.

- 10.1.3. If the Contractor being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of a creditor shall be appointed if circumstances shall arise which entitle the court or creditor to appoint a receiver or a manager or which entitle the court to make a winding up order.
- 10.1.4. In case of incomplete/inferior quality of work.
- 10.2. Upon rescission of the contract, **the security deposit of the contractor shall be forfeited** and shall be absolutely at the disposal of the BSNL. This forfeiture of SD will not be applicable in case of Optional Termination by BSNL (Other than due default of the contractor).
- 10.3. Upon rescission/termination of the contract, the contractor shall be debarred from participating in the same tender for a period of one year from the date of issue of rescission order, in case the Breach of Contract is committed. This debarment will not be applicable in case of Optional Termination by BSNL (Other than due default of the contractor).
- 11. Termination for Insolvency:** The BSNL may at any time terminate the Contract by giving written notice to the Contractor, without compensation to contractor, if the Contractor becomes bankrupt or otherwise insolvent as declared by the competent court provided that such termination will not prejudice or affect any right or action or remedy which has accrued or will accrue thereafter to the BSNL. Upon termination of the contract, the security deposit of the contractor shall be forfeited.
- 12. Optional Termination by BSNL (Other than due default of the contractor):**
- 12.1. The BSNL may, at any time, at its option cancel and terminate this contract by written notice to the contractor, in which event the contractor shall be entitled to payment for the work done up to the time of such cancellation and a reasonable compensation in accordance with the contract prices for any additional expenses already incurred for balance work exclusive of purchases and/or whole of material, machinery and other equipment for use in or in respect of the work.
- 12.2. In the event of the termination of the contract, the contractor shall forthwith clear the site of all the contractor's materials, machinery and equipment's and hand over possession of the work /operations concerned to the BSNL or as the BSNL may direct.
- 12.3. The BSNL may, at its option, cancel or omit the execution of one or more items of work under this contract and may part of such item without any compensation what so cover to the contractor.
- 12.4. The action of the Asst. General Manager (A) as per the above sub-clauses shall not be construed as Breach of the contract.**
- 13. Issuance of Notice:**
- 13.1. The **CAO TR** in-charge of work shall issue show cause notice giving details of lapses, violation of terms and conditions of the contract, wrongful delays or suspension of work or show progress to the contractor directing the contractor to take corrective action. A definite time schedule for corrective action shall be mentioned in the show cause notice. If the contractor fails to take corrective action within the stipulated time frame, the CAO TR in-charge

shall submit a draft of final notice along with a detailed report to the competent authority, which had accepted the contract.

13.2. The final notice for rescission of contract to the contractor shall expressly state the precise date and time from which the rescission would become effective. The following safe guards shall be taken while issuing the final notice:

13.2.1. During the periods of service of notice and its effectiveness, the contractor should not be allowed to remove from the site any material/equipment belonging to the BSNL.

13.2.2. The contractor shall give in writing the tools and plants he would like to take away/remove from the site. Such of the materials as belong to him and which may not be required for future execution of balance work may be allowed by the In-charge of work to be removed with proper records.

13.3. "Any notice order or other communication sought to be served on the Contractor with reference to the contract shall without prejudice to any other mode of service, be deemed to have been served if delivered by hand or sent by registered post to the office of Contractor at site or to the Contractor's head-office, while any notice or order or communications by the contractor to be served on **CAO TR** with reference to the contracts shall be valid if same is served/delivered by hand or through registered post to the office of **CAO TR** at his headquarters."

14. Indemnities:

14.1. The contractor shall at all times hold the BSNL harmless and indemnify from against all action, suits, proceedings, works, cost, damages, charges claims and demands of every nature and descriptions, brought or procured against the BSNL, its officers and employees and forthwith upon demand and without protect or demur to pay to the BSNL any and all losses and damages and cost (inclusive between attorney and diet) and all costs incurred in endorsing this or any other indemnity of security which the BSNL may now or at any time have relative to the work or the contractors obligation or in protecting or endorsing its right in any suit on other legal proceedings. Charges and expense and liabilities resulting from or incidental or in connection with injury, damages of the contractor or damage to property resulting from or arising out of or in any way connected with or incidental to the operations caused by the contract documents. In addition the contractor shall reimburse the BSNL or pay to the BSNL forthwith on demand without protect or demur all cost, charges and expenses and losses and damages otherwise incurred by it in consequences of any claim, damages and actions which may be brought against the BSNL arising out of or incidental to or in connection with the operation covered by the contractor.

14.2. The contractor shall at his own cost at the BSNL's request defend any suit or other proceeding asserting a claim covered by this indemnity, but shall not settle, compound or compromise any suit or other finding without first consulting the BSNL.

15. Force Majeure:

15.1. If any time, during the continuance of this contract, the performance in whole or in part by either party or 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 (Herein after 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 and work under the contract shall be resumed as soon as practicable after such event a may come to an end or cease to exist, and the decision of the BSNL as to whether the work have seen 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.

- 15.2. Provided also that if the contract is terminated under this clause, the BSNL shall be at liberty to take over from the contractor at a price to be fixed by the BSNL, which shall be final, all unused, undamaged and acceptable materials, bought out components and stores in the course of execution of the contract, in possession of the contractor at the time of such termination of such portions thereof as the BSNL may deem fit excepting such materials bought out components and stores as the contracts may with the concurrence of the BSNL elect to retain.

16. Arbitration:

- 16.1. 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 Chief General Manager, Karnataka, Bangalore 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 Chief General Manager, Karnataka, Bangalore or by whatever designation such officers may be called (herein after referred to as the said officer) and if Chief General Manager, Karnataka, Bangalore or the said officer is unable or unwilling to act as such to the sole arbitrator or some other person appointed by the Chief General Manager, 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 BSNL Servant or that he has to deal with matter to which the agreement relates or that in the course of his duties as BSNL 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 of vacating his office or being unable to act for any reasons whatsoever such Chief General Manager 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.
- 16.2. The arbitrator may from time to time with the consent of parties enlarge the time for making and publishing the award, Subject to aforesaid Indian 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.

16.3. The venue of the arbitration proceeding shall be the Office of the Chief General Manager, Karnataka, Bangalore or such other Places as the arbitrator may decide. The following procedure shall be followed:

- 16.3.1. In case parties are unable to reach a settlement by themselves, the dispute should be submitted or arbitration in accordance with contract agreement.
- 16.3.2. There should not be a joint submission with the contractor to the sole Arbitrator.
- 16.3.3. Each party should submit its own claim severally and may oppose the claim put forward by the other party.
- 16.3.4. The onus of establishing his claims will be left to the contractor.
- 16.3.5. Once a claim has been included in the submission by the contractor, a reiteration or modification thereof will be opposed.
- 16.3.6. The “points of defense” will be based on actual conditions of the contract.
- 16.3.7. The Arbitrator shall not entertain claims in the nature of ex-gratia payments, as these are not contractual.
- 16.3.8. The question whether these conditions are equitable shall not receive any consideration in the preparation of “points of defense”.
- 16.3.9. If the contractor includes such claims in his submission, the fact that they are not contractual will be prominently placed before the Arbitrator.

The award of the sole Arbitrator shall be final and binding on all the parties to the dispute.

17. SET OFF: Any sum of money due and payable to the contractor (including security deposit refundable to him) under the contract may be appropriated by the BSNL or the govt. or any other person or persons contracting through the “Govt. of India and set off the same against any claim of the BSNL or Govt. or such other person or persons of payment of a sum of money arising out of this contract made by the Contractor with BSNL or Govt. or such other person or persons contraction through BSNL/ govt. of India.

18. Warranty:

18.1. The contractor shall warrant that the work done or the material supplied for the work 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 materials etc. and shall remedy such defects at his own cost when called upon to do so by the BSNL 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, **three months** after the completion of work.

- 18.2.If it becomes necessary for the contractor to replace or renew any defective portion/portions of the material under this clause, the provisions of the clause shall apply to the portion/portions material so replaced or renewed or until the end of the above mentioned period of three months, whichever may be later. If any defect is not remedied within a reasonable time, as prescribed by the BSNL, the BSNL may proceed to do the work at the contractor's risk and costs, but without prejudice to any other rights which the BSNL may have against the contractor in respect of such defects.
- 18.3.Replacement under warranty clause shall be made by the contractor free of all charges at site including freight, insurance, cost of works and other incidental charges.

19. INSPECTION AND TESTING

- 19.1.The purchaser or its representatives wherever desired have the right to inspect and test the goods for their conformity to the specifications. The technical specifications shall specify what inspections and test the Purchaser shall conduct and where they shall be conducted. Where the purchaser decides to conduct such tests on the premises of the supplier or its sub-contractor (s), all reasonable facilities and assistance like testing Instruments and other test gadgets including access to drawings and production data shall be provided to the inspector(s) at no cost(s) to the Purchaser.

19.2. Should the service fail to conform to the specifications, the purchaser may reject them and the Supplier shall either replace the rejected service or make alterations necessary to meet the specifications at his own cost before re-offering the same for further inspection.

19.3. If any equipment or part thereof, before it is taken over is found to be defective or fails to fulfill the requirements of the contract, the inspector shall give the supplier notice setting forth details of such defect(s) or failure(s) and the supplier, shall remove the defects or replace the service to ensure full compliance with the requirements of the contract forthwith. These replacements shall be made by the supplier free of all charges at site. Should it fail to do so, the Purchaser shall reserve the right to reject and/or to get the replacement, at the cost of the supplier, the whole or part of the equipment as the case may be. The cost of all such requirement(s) i.e. non replaced rejected service shall be deducted from the amount payable to the supplier. The decision of the purchaser shall be final for considering the service as defective/rejected.

- 19.4.Inspection and testing shall be as per provisions in the General Specifications.

- 19.5.The testing will include the

- 19.5.1. Quality of paper & printing
- 19.5.2. Content of the bill & Call details.

- 19.6.A bill be called a wrong bill if,

- 19.6.1. Figures specified in the bill are wrong
- 19.6.2. Variation in no of call details i.e. reducing or increasing the call details.
- 19.6.3.Quality of paper or printing is not adequate.

19.6.4. Bills not printed according to the approved format

A wrong bill can be identified by

- a) Making the sample check by the officer of BSNL
- b) Complaint from the subscriber In case of wrong bill the SBO will have to reprint the bill and any cost implications due to delay will have to be borne by the SBO. However if such practice occur frequently the contract is liable for termination.

19.7. Unless specified otherwise inspecting authority shall be nominated by GMT RAICHUR.

19.8. The Chief Account Officer TR or his representative or any of his superior officers shall have free access to the site at all times for inspection. The agency shall render to the representative of BSNL all possible assistance and facilities for the purpose.

20. DELIVERY AND DOCUMENTS

20.1. The Service Bureau Organization shall start rendering the service to GMT Raichur within ten days from the date of LOI. Failure to commence operation within that date will result in penalty Charges as per clause 22.

20.2. The software for designing the print images format shall be developed by the SBO free of cost. The SBO is also responsible for making the necessary changes to the S/W needed to accommodate any changes to the print-image format as and when RAICHUR TD puts forth such demand, free of cost.

20.3. The responsibility for procuring / stocking the necessary stationery shall be of SBO. For printing commercial advertisement, SBO shall provide facility to scan / edit / reduce / enlarge the advertisement material suitably and readjust print-format layout to suitably insert the commercial advertisement at appropriate slot at short notice for every billing cycle and such changes required are to be done free of cost.

20.4. **RAICHUR** TD shall provide the data cartridge / floppy/ email containing the OUTPUT FILE for generation of print images as per different billing schedules. One day advance intimation will be given to SBO to collect the cartridge / CD via phone / fax / E-mail. It is the responsibility of the SBO to collect the cartridge the very next day of intimation **the responsibility of the converting the file to any format, to ensure flexibility in printing, is of the SBO.** For the work of printing, all the 7 days are to be considered as working day. Thus, intervening holidays / week-ends shall not affect the operations.

21. INCIDENTAL SERVICES (WHEREVER REQUIRED)

21.1. The supplier may be required to provide any or all of the following :

- i) On-site supervision of assembly and/ or start-up of the supplied services;
- ii) Tools and testers required for assembly and/or maintenance of the supplied services;
- iii) Supervision, maintenance and/or repair of the supplied goods, for a period of time agreed by the contracting parties provided that such service shall not relieve the supplier of any warranty obligations under this contract.

21.2. Financial obligations, if any, of the above services shall be clearly

indicated in the offer. Failing that it shall be construed that these services shall be provided by the supplier (s) at its own cost.

22. PENALTY

22.1.If the successful SBO on being intimated about acceptance of his tender fails to execute the agreement duly paying the additional security deposit within ten days from the date of receipt of such intimation, his EMD shall be liable for forfeiture.

22.2.If the successful SBO on acceptance of the tender refuses to undertake the work / fail to commence the work within the stipulated time, then the EMD will be forfeited.

22.3.In the event of failure to complete the entire print job including other post printing operations, if any, within the print-window timings prescribed, the tenderer shall be liable to pay the penalty as follows and such amount will be deducted from any amount due to him from GMT TD, RAICHUR.

22.3.1. For the first and second days beyond print-window timings: Rs.,5000/- per day.

22.3.2. For more than (2) two days or part thereof 5% of the “ABF” (amount billed for) the given cycle subject to a maximum of Rs. 15,000/- per day.

22.3.3. If the tenderer is penalized on the above clause more than three times in a year, the contract is liable for termination besides considering forfeiture of Security deposit / performance guarantee. (Note: The “Amount billed for” for this purpose shall be the total of payable amount billed by GMT, Raichur TD, Raichur. Hence, for the particular billing cycle and the computerized figures furnished by the nominated officer of GMT, Raichur TD shall be final for the purpose).

The GMT Raichur reserves the right to waive the penalty or reduce it, at his discretion, depending upon the merits of reasons for such delay. However, this waiver clause shall not be invoked as a matter of routine.

23. AMENDMENTS

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

23.1.1. Drawings, designs and specifications, if the services to be supplied under the contract shall be manufactured specifically for the purchaser.

23.1.2. The method of packing and shipment.

23.1.3. The consignee and/or the place of delivery.

23.1.4. The services to be provided by the supplier.

23.2.If such amendment(s) cause (s) an increase or decrease in the cost or the time required for the execution of the order, an equitable adjustment shall be made in the contract price or delivered schedule, or both, and the contract shall accordingly be amended. Any proposal by the supplier for adjustment under this clause shall be made within thirty days from the date of the receipt of such amendments.

24. DELAYS IN THE SUPPLIER' PERFORMANCE

24.1. Services under the contract shall be provided strictly in accordance with the delivery schedule specified in the purchase order.

24.2. Delay (s) in the performance of delivery obligations shall render the supplier liable to any or all the following. 1) Forfeiture of performance security 2) Imposition of liquidated damages 3) Termination of the contract for default.

24.3. If at any time during performance of the contract, the supplier should encounter conditions impeding timely delivery of the services, the supplier shall promptly notify the purchaser in writing of the full fact about the delay, its likely duration and cause(s). After receipt of the supplier's notice, the discretion for extending the period for performance of the contract after mutual discussions, will be exclusively of the purchaser i.e. GMTD RAICHUR.

25. Failure to perform within stipulated schedule (Time window)

In the event of machinery failure, the Service Bureau Organization shall make alternate arrangement at their own cost and ensure that the schedules are not getting affected by not more than 8 hours beyond the stipulated print window timings. GMT RAICHUR shall not bear such expenses incurred by the Service Bureau Organization in all such eventualities. In the event of the Service Bureau Organization not able to extend the service even after expiry of the 8 hours beyond print window timings, a liquidated damage equal to the amount spent by GMTD RAICHUR to get the work done through other sources is payable by the Service Bureau Organization to GMTD RAICHUR in addition to the penalty liable under clause-22 "Penalty". The Service Bureau Organization personnel responsible for operations of the equipment and machinery shall be stationed on site on regular basis to handle any contingency plans.

(End of Section- 5 Part- A)

SECTION-5 PART-B

Special Conditions of Contract (SCC)

These conditions are specific to the job. If any condition is in conflict with previous Conditions, the conditions in this section will prevail.

1. GENERAL:

- 1.1. The BSNL reserves the right to disqualify such bidders who have a record of not meeting contractual obligations against earlier contracts entered into with the BSNL.
- 1.2. The BSNL reserves the right to black list a bidder for a suitable period in case he fails to honor his bid without sufficient grounds.
- 1.3. The BSNL reserves the right to counter offer price(s) against price(s) quoted by any bidder.
- 1.4. 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 amendment of relevant clauses of the bid documents.
- 1.5. Bid will be evaluated as single package of all items given in price schedule.
- 1.6. If at any time after the commencement of the work, the BSNL may feel that execution of whole or part of work, as specified in the Bid is not required to be carried out, then the BSNL shall give notice in writing or the fact to the contractor who shall have no claim to any payment of compensation whatsoever on account of any profit or advantage which he might have derived in consequence of the full amount of the work not having been carried out neither shall he have any claim for compensation.
- 1.7. Whenever any claims against the contractor for the payment of a sum of money arises out of or under the contract, the BSNL shall be entitled to recover such sum by appropriating in part or whole the security deposit of the contractor, and to sell any BSNL promissory notes etc., forming the whole or part of such security or running/Final bill pending against any contract with the BSNL, In the event of the security being insufficient or if no security has been taken from the contractor, then the balance or the total sum recoverable as the case may be, shall be deducted from any sum then due or which at any time thereafter may become due to the contractor under this or any other contract with BSNL. Should this sum be not sufficient to cover the full amount recoverable the contract or shall pay to BSNL on demand the balance remaining due.
- 1.8. No official of Gazetted rank or other Gazetted officer employed in Engineering or administrative duties in an Engineering BSNL or any other BSNL of the BSNL of India is allowed to work as a contractor for a period of one year after his retirement from BSNL service without the previous permission of BSNL of India. This contract is liable to be cancelled if either the contractor or any of his employee is found at any time to be such person who hadn't obtained the permission of BSNL of India as aforesaid before submission of the engagement in the contractor's service as the case

- may be. Under the above circumstances, such contractor shall not claim any type of relief or remedy of whatever nature from the BSNL for his illegal act.
- 1.9. In the event of the contractor being, adjusted insolvent or going voluntarily into liquidation of having received order or other order insolvency act made against him or in the case of company, of the passing of any resolution, or making of any order for winding up whether voluntarily or otherwise, or in the event of the contractor failing to comply with any of the conditions herein specified, The GMT Raichur shall have the power to terminate the contract without any notice.
- 1.10. Without prejudice to any of the rights or remedies under this contract, if the contractor dies, the GMT Raichur on behalf of the BSNL can terminate the contract without compensation to the contractor. However the GMT Raichur, at his discretion may permit contractor's heirs to perform the duties or engagements of the contractor under the contract, in case of his death. In this regard the decision of the GMT Raichur shall be the final.
- 1.11. In the event of the contractor, winding up his company on account of transfer of merger of his company with any other, the contractor shall make it one of the terms and stipulations of the contract for the transfer of his properties and business, that such other person or company, shall continue to perform the duties or engagement of the contractor under this contract and be subject to his liabilities there under.
- 1.12. All work to be executed under the contract shall be executed under the direction and subject to the approval in all respects by **CAO(TR), RAICHUR** who shall be entitled to direct at what point or points and what manner they are to be commenced, and from the time to time carried on.
- 1.13. The work in each section may be split up between two or more contractors or accept any Bid in part and not entirely if considered expedient by the GMT Hubli.
- 1.14. If the contractor shall desire an extension of time of completion of the work on the grounds of unavoidable hindrance in execution of work or on any other round he shall apply in writing to the **CAO (TR), RAICHUR** within 3 days of the date of hindrance on account of which he desires such extension as aforesaid. In this regard the decision of the GMT Hubli shall be final.
- 1.15. **Staff of the Contractor:** Since the contractor's men will be performing various jobs at sensitive places like Telephone Exchange premises etc. they should be issued with photo identity cards / authorization letters by the approved tenderer in format prescribed by BSNL. The contractor's men should be specially instructed not to interfere or meddle / misuse any of the departmental circuits and the contractor will be personally held responsible for complaints received in this regard. The men engaged by the contractor should be of decent behavior and they should be amicable with their colleagues and departmental staff and officers. In case of any damage, the contractor will be held responsible for the loss thus suffered by the BSNL and to this extent the loss amount will be recovered from his bills / security deposit.
- 1.16. The General Manager Telecom Hubli has the right to get the work executed by another contractor at the approved rates in case of exigencies and emergencies, at the rates approved for the work.
- 1.17. Any attempt of canvassing direct or indirect in any attempt to secure any interest of any actual or prospective tender to influence of any means for acceptance

of particular tender will render the tender liable for exclusion from consideration and his EMD shall be forfeited.

- 1.18. BSNL will not be liable for any additional works done without prior sanction and which have not been provided for in the work order.
- 1.19. Rates have to be settled for extra items of works before taking them up. It is hereby agreed that if G.M.T Hubli makes any alterations in the original design, drawing or specification that may be considered necessary during the progress of the work, outside the schedule of the rates be required to be done, the rates must be settled in writing before such work is commenced.
- 1.20. The successful tenderer will be engaged as “Work Contractor on Work Contract basis”. It is purely a Work Contract based on the principles of “Law of Contract”. The award of contract does not confer any right for appointment in BSNL.

2. Interpretation of the contract document: -

- 2.1. The representative of the GMT Raichur and the contractor shall in so far as possible by mutual consultation, try to decide upon the meaning and intent of the contract document. In case of disagreement the matter shall be referred to the GMT Raichur whose decision shall be final. Any change in the contract documents shall be set forth in writing by the representative of the parties hereto. It shall be the contractor's responsibility to thoroughly familiarize all of his supervisory personnel with the contents of all the contract documents.
- 2.2. The Contractor shall be an independent Contractor and shall have complete charge of the men/women engaged in the performance of the works to be performed hereunder and shall perform the work in accordance with this own methods and at his own risk subject to compliance with contract documents. The Contractor shall throughout the stipulated period of the contract execute the work in the best and most substantial workman like manner and both as regards material and otherwise in respect, in strict accordance with the contract document or such additional particulars, instructions and drawings as may be found requisite to be given during carrying on of the works any unit person or any one not capable or not properly qualified to properly perform the work assigned to him. The Contractor shall also not employ in respect of the works any employee that the AGM/Divisional Engineer/Site Engineer may for any reason object to.

3. **Quality of Work:** The BSNL shall be the final judge of the quality of the work and the satisfaction of the BSNL in respect thereof set forth in the contract documents. Laxity or failure to enforce compliance with the contract documents by the BSNL and / or its representative shall not manifest a change or intent of waiver, the intention being that, notwithstanding the same, the contractor shall be and remain responsible for complete and proper compliance with the contract documents and the specification there in. The representative of the GMT Raichur has the right to prohibit the use of men and any tools, materials and equipment, which in his opinion do not produce work or performance, meet the requirement of the contract documents.

4. **Liability of contractors in case of bad work detected:** In case BSNL detected bad work or usage of sub-standard materials by the contractors, he should replace the sub-standard

materials specified in the estimates at his own cost and he should ensure that the work is reconstructed to the specification of the BSNL. If it is not complied with within 15 days from the date of issue of requisition, the corresponding amount will be recovered from the contractor's bills/ security deposit or from any other sums due or may become due to the contractor from BSNL.

5. **Loss or Damage:** BSNL is not responsible and shall not pay the loss or damage if caused to contractor's persons/materials/BSNL property during carrying out the contract. The contractor himself has to make good the loss/damage at his cost.
6. **Taxes and Duties:** Contractor shall pay all rates, levies, fees royalties, taxes and duties payable or arising from out of, by virtue of or in connection with and/or incidental to the contract or any of the obligations of the parties in terms of the contractor documents and/or in respect of the works or operations or any part thereof to be performed by the contractor and the contractor shall indemnify and keep indemnified the BSNL from and against the same or any default by the contractor in the payment thereof.
7. **Insurance:** Without limiting any of his other obligating or liabilities, the contractor shall, at his own expense, take and keep comprehensive insurance including third party risk for the plant, machinery, men, materials etc. brought to the site and for all the work during the execution. The contractor shall also take out workmen's compensations insurance as required by law and undertake to indemnify and keep indemnified the BSNL from and against all manner of claims and demands and losses and damages and cost (including between attorney and client) charges and expenses that may arise in regard the same or that the BSNL may suffer or incur with respect to end/or incidental to the same. The contractor shall have to furnish originals and/or attested copies as required by the BSNL of the policies of insurance taken within 15 (fifteen) days of being called upon to do so together with all premium receipts and other papers related thereto which the BSNL may require.
8. **Compliance with laws and regulation:** During the performance of the works the contractors shall at his own cost and initiative fully comply with all applicable laws of the land and with any and all applicable by-laws rules, regulations and orders and any other provisions having the force of law made or promulgated or deemed to be made or promulgated by the BSNL, BSNL agency or BSNL, municipal board, BSNL of other regulatory or Authorized body or persons and shall provide all certificates of compliance therewith as may be required by such applicable law. By-laws, Rules, Regulations, orders and/or provisions. The contractor shall assume full responsibility for the payment of all contributions and pay roll taxes, as to its employees, servants or agents engaged in the performance of the work specified in the contractor documents. If the contractor shall require any assignee or sub-contractor to sham any portion of the work to be performed hereunder may be assigned, sub-leased or sub-contracted to comply with the provisions of the clause and in this connecting the contractor agrees as to undertake to save and hold the BSNL harmless and indemnified from and against ay/all penalties, actions, suits, losses and damages, claims and demands and costs (inclusive between attorney and client) charges and expenses whatsoever arising out or occasioned, indirectly or directly, by failure of the contractor or any assignee or sub-contractor to make full and proper compliance with the said by-laws, Rules, Regulations, Laws and Order and provisions as aforesaid.

9. protection of life and property and existing facilities:

- 9.1.** The contractor is fully responsible for taking all possible safety precautions during preparation for an actual performance of work. The contractor should protect all life and property from damage and losses resulting from his operations and shall minimize the disturbance and inconvenience to the public. The contractor shall be solely responsible for locating through proved non-destructive means and ensuring the safety of all existing underground pipelines, electrical cables and/or other structures.
- 9.2.** The contractor shall be solely liable for all expenses for and in respect of repairs and/or damage occasioned by injury or by damage to such underground and above structures or other properties and undertake to indemnify and to keep indemnified the department from and against all actions, causes of actions, damages, claims and demands whatsoever either in law or in equity and all losses and damages and costs (inclusive between Attorney and clients) charges and expenses in connection therewith and/or incidental thereto. The contractor shall take all responsibilities and risks in crossing other pipe lines and cables and shall be responsible for protecting all such existing pipe lines, poles, electric lines, sewers, cables or other facilities from damage by the contractor's operation in connection with the work. The contractor shall promptly repair any damage incurred without cost to the department.
- 9.3.** that the service provider shall ensure and keep insured its personnel so deployed in the premises of Bharat Sanchar Nigam Ltd, Raichur, a Govt of India Enterprise, against all liabilities for death and injury whatsoever on account of any accident in course of performing the assigned job. the company will not be responsible and not to be held liable for any such for death injury or accident to employees and other personnel deployed by the service provider. In the event of Bharat Sanchar Nigam Ltd, Raichur, a Govt of India Enterprise is made liable to pay any damage or compensation in respect of such employees, the service provider shall reimburse to Bharat Sanchar Nigam Ltd, Raichur. Such damage or compensation on demand by Bharat Sanchar Nigam Ltd, Raichur, a Govt of India Enterprise.

- 10.** The Service Organization shall provide the manpower, printer consumables /stationery /window envelopes/spares for installations and operations of plant and machinery owned and operated by Service Bureau Organization.
- 11.** The Service Bureau Organization shall provide foolproof and transparent arrangement in the system to ensure that all the data supplied by the GMT RAICHUR is printed. The counter for the number of print images created by the system is also software/system controlled and counter initialization should not be possible by Service Bureau Organization's operators without the prior approval of nominated officer of GMT, RAICHUR. This point is of utmost importance since payment to Service Bureau Organization's monthly claims for the service rendered to GMT, RAICHUR is based on the readings in the counter and foolproof and transparent arrangement shall be made by Service Bureau Organization to the full satisfaction of GMT, RAICHUR .
- 12.** The software for designing the pre-print-image format shall be developed by Service Bureau Organization free of cost. The Service Bureau Organization is also responsible for making the necessary changes to the software needed, to accommodate any changes to the print-image format, as and when GMT RAICHUR puts forth such demand,

free of cost. This does not include changes required for inclusion of Commercial advertisements at short notice of 3 to 4 days for each occasion bill printing.

13. Approval for the quality, shape and size of bill to be used shall be taken from CAO (TR) O/o GMT, RAICHUR.
14. The bill has to be delivered to the officer designated by the GMT RAICHUR at designated place. (The Print-Window means the time between when the data is taken and bills are delivered.)
15. The bill for payment has to be raised to CAO (TR) o/o GMT BSNL ,RAICHUR.
16. The responsibility for procuring/stocking the necessary stationery and envelopes for stuffing the printed bills shall be Service Bureau Organization's. The process of printing shall support variable data, variable font size printing etc., and shall be based on the Laser Technology / Electro photography principle.
17. Optionally, GMT RAICHUR shall opt to recover the cost of printing by soliciting commercial advertisements in the free space left at appropriate position of each Customer's bill details/special messages without affecting the overall number of pages for a particular customer. For this Service Bureau Organization shall provide facility to scan/edit/reduce/enlarge the advertisement material suitably and re-adjust print format layout to suitably insert the commercial advertisement at appropriate slot at short notice for every billing cycle and such changes required are to be done free of cost.
18. GMT RAICHUR shall provide the data required for generation of print-images. For this purpose, all the 7 days are to be considered as working days and the print-window timings set forth in clause 7 of the technical specification shall be maintained at any cost. Thus, intervening holidays/week-ends shall not affect the operations.
19. The term of the contract is for a period of One year. The contract can be terminated by GMT RAICHUR by serving a notice of one month.
20. The SBO shall maintain full confidentiality of the data supplied for creating print images. Under no circumstances, the Service Bureau Organization shall divulge/reveal/share such data for the purpose other than for creating print images for GMT RAICHUR. Any violation of this confidentiality clause may result in instant termination of the contract and Service Bureau Organization shall pay liquidated damages of Rs.5,00,000/- (Rupees Five lakhs only) to GMT RAICHUR and GMT RAICHUR shall reserve the right to black-list the Service Bureau Organization.
21. Successful Service Bureau Organization shall also be under obligation to extend similar services to GMT RAICHUR at the same agreed rate for any other ad hoc/non-cyclic requirements of GMT RAICHUR on priority basis, as and when such requirement arise and such request is made by GMT RAICHUR to Service Bureau Organization. The print image/ page layout shall be developed by the Service Bureau Organization free of cost on 2 occasions in a calendar month.

SECTION- 6 PART-A

Scope of Work and Jurisdiction of Contract

1. The GMT RAICHUR requirement for such service is cyclic in nature and may vary in each billing cycle. The Service Bureau Organization should be capable of handling the increased print load without affecting the print-window timings as specified in the tender document.
2. Details of number of impressions required in one year :
 - Working Lines : 20 Thousands approximate
 - Approximate No. of Bills per year : 2.0 lakhs per year.
3. Printing of bills:

The time allowed for printing shall be known as print window and specified as follows:
@24 hrs. Per 50,000 print impression
4. The process of printing shall be of the kind that supports variable data and variable font-size, etc., and shall be of laser based. The printer resolution has to be with latest laser printers having resolution of 1200 dpi. The pre-printed image shall be printed in 1200 dpi whereas variable printing shall be done in 600 dpi. The pre-printed image shall be printed in minimum Two colours and variable printing shall be done in single colour. The pre-printing image can be done through off-set printing also.
5. Printers speed shall be exceeding 110 images per minute per machine with duplex printing capability on cut-sheet of A4 size. The printer shall also support Mixplex Printing.
6. The printing technology shall be of the capability for advanced print languages such as IPDS, POSTSCRIPT and PCL. Black and shades of black and any other colour and shades of that colour- choice of the colour will be decided later by GMT RAICHUR. Pre-printed stationary should be used for printing of the bills.
7. The printing of logos, photographs (Black & White or any other colour and shades of that colour), barcodes signature and Indian Languages Hindi, English & Kannada scripts should be possible. Also for printing advertisement matter in the bill, pre-printed stationary of 3 colours shall be supported. Further stitching (stapling) of printed pages shall also be available as an option. Advertisement matter can vary month to month.
8. The print-layout of the bills will be designed as per the direction of BSNL Raichur District and there should be enough flexibility to change the design and print layout

and details at minimum time gap as per the needs of the Raichur Telecom District. The bar coding of certain data items is also one of the important needs and details are to be worked out in consultation with the S/W group of Raichur TD and their consultant.

9. There should be flexibility in the print-layout to include optional messages either selectively or for all bills of a cycle.
10. “One Print Impression” means printing on paper. The Print-Window shall be completed within 48 hours for printing of telephone bills including post printing operations in a phased manner. The work shall be carried out continuously non-stop. The billing cycle dates will be as decided by the GMT RAICHUR. The print-window time reckoning starts from the time the data through email /CD is made available to the Service Bureau Organizations by GMT RAICHUR. The numbers of billing cycles are subject to increase/decrease as per the demands of the network management and Service Bureau Organizations shall comply with such needs.
11. The post print operation viz. Folding the bill, stapling and shall have the facility to enclose newsletters and bulletins /enclosures to all or target group of Customers (i.e. on selective basis). The speed of operation of post printing operation system shall be in synchronization of the through out of the printing system to ensure timely despatch of bills.
12. The PRINTED BILLS after attending to post print operation as at Sl.No. 11 should be handed over to CAO TR duly folding, stapling and sorting on third day from the date of intimation or collecting the data, through E-mail/CD etc. It is the responsibility of the SBO to collect the data through E-mail/CD etc., the very day of intimation or maximum the next day before 12:00 hours. The bills should be handed over on the due dates as specified above, before 15:30 hours, so as to enable Postal authorities to book and dispatch on the same day.
13. Any modification and improvement suggested during the period of contract should be implemented without extra cost for which 30 days’ notice will be given after approving the changes in the format.
14. Attachment in the form of News/Bulleting/Communications if any given by BSNL should be sent along with the bill without any extra cost.
15. The pre-printed stationary (paper) used for printing shall be minimum of 80 GSM and good quality and prior approval for the same shall be taken from RCR TD. The RCR TD requirement for such service is cyclic in nature.
16. Space should be provided in the Telephone Bill for printing of Advertisement every month.

17. The SBO shall provide fool proof and transparent arrangement in the system to ensure that all the data supplied by RCR TD is printed. The Counter for the number of print images created by the system is also software/system controlled and counter initialization should not be possible by the SBO's operators without prior approval of nominated Officer of the RCR TD. This point is of utmost importance since payment to the SBO's monthly claims for the service rendered to RCR TD is based on the reading in the counter and fool proof satisfaction of RCR TD.
18. The software for designing the print images format shall be developed by the SBO free of cost. The SBO is also responsible for making the necessary changes to the S/W needed, to accommodate any changes to the print-image format as and when RCR TD puts-forth such demand, free of cost. However, such demand from RCR TD for changes shall not be more than 4 (four) per year. **This does not include changes required for inclusion of commercial advertisement at short notice of 3-4 days for every billing cycle.**
19. The responsibility for procuring /stocking the necessary pre-printed stationery shall be of SBO. For printing commercial advertisement, SBO shall provide facility to scan /edit/reduce/enlarge the advertisement material suitable and readjust print-format layout to suitably inset the commercial ads at appropriate slot in the short notice for every billing cycle and such changes required are to be done free of cost.
20. RCR TD shall provide the data through E-mail/CD etc. containing the OUTPUT FILE/ for generation of print images, as per different billing schedules as shown in above mentioned clauses, one-day advance intimation will be given to SBO to collect the data through E-mail/CD via phone/fax/E- mail. It is the responsibility of the SBO to collect the cartridge the very next day of intimation. The responsibility of converting the file to any format, to ensure flexibility in printing, is of the SBO. For the work of printing, all the 7 days are to be considered as working days. Thus intervening holidays/week-ends shall not effect the operations.
21. The SBO shall maintain full confidentiality of the data supplied for creating print images. Under no circumstances, the contractor shall divulge/reveal/share such data for the purpose other than for creating print images for RCR TD. Any violation of the confidentiality clause may result in instant termination of the contract and the SBO shall any liquidated damages of Rs. 5,00,000/- to RCR TD and the latter shall reserve the right to black-list the SBO. The successful bidder should enter into agreement to this effect.
22. Successful SBO shall also be under obligation to extend similar services to RCR TD at the same agreed rate for any other adhoc/non-cyclic requirement of RCR TD on priority basis, as and when such requirement arise and such request is made by RCR TD to SBO. The print- image/page-layout shall developed by the SBO free of cost on 2 occasions in a calendar month.

23. The GMT RAICHUR will handover variable data in separate data-files like 'Billing Data', 'Detailed Bill Data', 'Trunk Calls Data' etc. The SBO shall ensure that all related data are grouped together and printed as a single bill. The GMT RAICHUR shall provide the data cartridge CD required for generation of print-images. Separate files for main bills and STD/ISD itemized bills will be provided which will have to be collated and telephone number-wise final print images inclusive of STD & ISD Details generated by SBO for printing. Bills should be printed in any order as desired by GMT RAICHUR such as telephone number-wise, pin code-wise, single sheet, dual sheet, multiple sheet at no extra cost.
24. The contractor will be required to submit specimen of the printed bill for the approval of GMT RAICHUR before actual printing of the bill.

(End of Section- 6 Part-A)

SECTION-7 PART-A

Agreement Specimen

AGREEMENT made this _____ day of _____ Two thousand seventeen between the BHARATH SANCHAR NIGAM LIMITED here in after called the BSNL Which expression shall unless excluded by or repugnant to the context include his successors and assignees on the one part and _____ having its registered office at _____ (acting through its constituted Attorney) herein after called the "Contractor" (Which them shall include their heirs, executors, successors and assignees) on the other part.

WHEREAS THE Bharat Sanchar Nigam Limited is desirous of getting executed certain works namely _____

AND WHEREAS the contractor is ready and willing to execute the said works in accordance with the terms of the agreement.

NOW THIS AGREEMENT WITNESSTH and it is here by declared as follows:

1. All the Terms and conditions of the Tender document No. Dated And the instructions to tenderers, conditions of Agreement, construction-specifications, guide lines to the contractors, Letters of Intent (provisional acceptance) no. dated . . . (along with its enclosures) annexed here to and such other additional particulars, instructions, drawings as may be found requisite to be given during execution of the work shall be deemed and taken to be an integral part of the contract and shall also be deemed to be included in the expression ``Agreement" or "Documents of Agreement" wherever herein used.
2. In consideration of the payments to be made to the contractor for the works to be executed by him the agency hereby covenants with the Bharat Sanchar Nigam Limited that the Agency shall in accordance with the agreement documents duly provide execute and complete the said works and shall perform all other acts deeds matters and things in their agreement mentioned or described or which are to be implied there from or may reasonably necessary for the completion of the said works and at the time and in the manner and subject to the terms and conditions of stipulations mentioned in the Agreement.
3. In case the contractor fails to complete the work in the stipulated time limit and also in case of unsatisfactory performance, he is liable for the penalty as per the terms and conditions of the tender.
4. The contractor shall follow the Labour Rules and Regulations, Minimum Wages Act and the EPF Rules Regulations. If the declarations given by the contractor in r/o EPF & THE Labour License are found false on any date after the acceptance of the tender, the contractor is liable to pay the charges and penalties as imposed by the EPF / Labour Authorities. Any liability towards EPF, Minimum wages, Workmen's compensation in execution of this Tender Agreement rests entirely with the contractor only. In any case, if the liabilities arise, the same will be recovered from the contractor either from his bills or from his EMD / SD / Performance Security Deposit.
5. In consideration of the due provisions executions and completion of the said works Bharat Sanchar Nigam Limited hereby agrees with the Service Agency that the Bharat Sanchar Nigam Limited will pay to agency the respective amounts for the work done by the

Tender for Printing of Telephone Bills of Raichur SSA
NIT No. G-103/E-Tender/PrintingTF-Bill/2017-18/1 dated 22.02.2018

Agency and such other sum (s) as may become payable to the Agency under the provisions of the Contract.

6. The rates accepted are as below:

Sl. No.	Description of work	Unit	Quoted Rate per page
			Figures Words
1.01	Cost of laser printing per A-4 page (both side), on paper of 80 GSM with three colours printing with resolution of 1200 dpi for preprinted image, and 600 dpi with one colour for variable data printing on both side including cost of stapling and bundling.	Per page	
1.02	Cost of printing additional sheet per A-4 page (one side) on paper of 80 GSM with one colour with resolution of 600 dpi.	Per page	

7. All the terms and conditions mentioned in the tender document NIT No. G-103/E-Tender/PrintingTF-Bill/2017-18/1 dated 22.02.2018 shall form the part of this agreement.

In witness whereof the parties present have here into set their respective hands and seals the day and year in _____

The tender is valid for One year from..... to

IN WITNESS where of the parties here to have executed these presents the day month and the year first above written.

Signed on behalf of the
BSNL, Raichur T.D. (With Seal)

Signed by/on behalf of the
Successful Tenderer.

Witness:
Signature:

Witness:
Signature:

Name & Address:

Name & Address:

(End of Section- 7 Part- A)

SECTION-7 PART-B

Performa for Performance Security Deposit Bank Guarantee (on Non-Judicial Stamp Paper)

In Consideration of the BSNL acting through **M/s GM TD BSNL Raichur**(hereinafter called "the beneficiary") having agreed to exempt ____ (Name & Address of Contractor) ____ (hereinafter called "The said Contractor") from the demand under the terms and conditions of provisional Acceptance/Approval letter No. _____ dated _____ given by the beneficiary to the said Contractor, for the Tender No. ____

_____ dated _____ for Supply/work of _____ (hereinafter called "the said tender terms"); of performance security deposit for the due fulfillment by the said Contractor of the terms and conditions contained in the said Tender terms on production of a Bank guarantee for Rs. _____ (in words Rs. _____ Only); We

____ Name & Address of Bank _____, (hereinafter referred as the "Bank") at the request of the Contractor do hereby undertake to pay to the beneficiary an amount not exceeding Rs. _____ (in words Rs. _____ Only) against any loss or damage caused to or suffered to or would be caused to or suffered by the beneficiary by reason of any breach by the said Contractor of any of the terms and conditions contained in the said Tender terms.

2. We, ____ Name & Address of Bank _____ do hereby undertake to pay the amount due and payable under this guarantee without any demure, merely on a demand from the beneficiary stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the beneficiary by reason of any breach by the said Contractor of any of the terms and conditions contained in the said Tender terms or by reason of the Contractor failure to perform as per the said Tender terms. If the Contractor is unable to keep stores issued to him, properly, i.e. the store provided to the contractor, by the BSNL are damaged **or** the stores issued to the contractor by the BSNL are stolen **or** the Contractor is not able to provide proper account of the stores issued to him/her/them by the BSNL. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____ (in words Rs. _____ only).

3. We, ____ Name & Address of Bank _____ undertake to pay to the beneficiary any money so demanded notwithstanding any dispute or disputes raised by the Contractor in any suit or proceeding pending before any court and 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 Contractor shall have no claim against us for making such payment.

4. We, ____ Name & Address of Bank _____, further agreed that the guarantee herein contained will remain in full force and effect during the period that would be taken for the performance of the said Tender terms and that it shall continue to be enforceable till all the dues of the beneficiary under or by virtue of the said Tender terms have been fully paid and its claim satisfied or discharged or till the beneficiary certifies that the terms and conditions of the said Tender terms have been fully and properly carried out by the said Contractor and accordingly discharges the guarantee. The demand if any for payment under the terms of this contract shall be made by the beneficiary within the said period of ____ (date of expiry of

warranty) only. The beneficiary may enforce the right pursuant to such demand in any court or tribunal in accordance of law.

5. We, ____ Name & Address of Bank_____, further agreed with the beneficiary that the beneficiary shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary the terms and conditions of the said Tender terms or to extend time of performance by the said Contractor from time to time or to postpone for any time or time to time any of the powers exercisable by the beneficiary against the said Contractor and to forbear or enforce any of the terms and conditions relating to the said Tender terms and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Contractor or for any forbearance act or omission on the part of the beneficiary or any indulgence by the beneficiary to the said Contractor or by the any such matter or thing whatsoever which under the law relating to sureties would but for the provisions have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the bank or of the said Contractor.

7. We, ____ Name & Address of Bank_____, lastly undertake not to revoke this guarantee during its **currency and even after expiry** without the previous consent of the beneficiary in writing.

Dated _____

Place: _____

(End of Section- 7 Part- B)

SECTION-8 PART-A

Letter of Authorization to attend Bid Opening

(This declaration shall be signed with Seal by the bidder invariably)

{To reach AGM (A), Raichur before the date/time of bid opening}

Tender Number:

Subject: Authorization for attending bid opening on _____ (date) in the tender of -----

Following person is hereby authorized to attend the bid opening for the tender mentioned above on behalf of

(Bidder) in order of preference given below:

Order of Preference -.

Name

Specimen Signatures

I Shri.....
.....

Alternate Representative

I Shri.....
.....

Signatures of bidder or

Person authorized to sign the bid documents on behalf of the bidder.

1. Only one representative will be permitted to attend bid opening.
2. Permission for entry to the hall where bids are opened may be refused in case authorization as prescribed above is not recovered.

(End of Section- 8 Part- A)

SECTION- 8 PART- B

Mandate form for transfer of payment through Electronic Fund Transfer

To,
The GMTD Raichur.

.....

Sir,

Kindly pay any amount due to us to our Bank Account as detailed below either by Electronic Clearance / Electronic Fund Transfer mode and oblige.

1. NAME OF THE BIDDER:
2. NAME OF THE BANK:
3. NAME OF THE BRANCH:
4. NATURE OF ACCOUNT:
5. ACCOUNT NUMBER:
6. BANK CODE (IFC CODE):
7. ADDRESS:

DATE:

SIGNATURE OF BIDDER

(TO BE FILLED IN BY THE BANK AUTHORITIES)

The information furnished above is correct as per our records.

DATE:

SIGNATURE OF MANAGER

WITH BANK SEAL

(TEL. No. :.....)

(End of Section- 8 Part- B)

SECTION-9

Financial Bid- Price Schedule (BOQ)



भारत संचार निगम लिमिटेड
(भारत सरकार का उपक्रम)
BHARAT SANCHAR NIGAM LIMITED
(A Govt. of India Enterprise)

Office of the General Manager Telecom, Raichur Telecom District,
Hyderabad Road, Raichur-584102.

FINANCIAL BID

for

“Heavy duty Printing of Telephone Bills, in multi-colour, of Raichur SSA, using three colours in pre-printed stationery & using Advanced Laser Technology /Electro Photography Printing Solutions & carrying out Post Printing Operations”

NIT No. G-103/E-Tender/PrintingTF-Bill/2017-18/1 dated 22.02.2018

Name of the Bidder.....

Price Schedule

[Sample Copy Of BOQ File, Not For Quoting]

Validate	Print	Help	Item Rate BoQ			
Tender Inviting Authority: GMTD, BSNL, RAICHUR						
Name of Work: Heavy duty Printing of Telephone Bills, in multi-colour, of Raichur SSA, using three colours in pre-printed stationery & using Advanced Laser Technology /Electro Photography Printing Solutions & carrying out Post Printing Operations						
Contract No: NIT No. G-103/E-Tender/PrintingTF-Bill/2017-18/1 dated 22.02.2018						
Bidder Name : 						
PRICE SCHEDULE						
(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only) . The Monthly quantity will depend on actual requirements, however a tentative average monthly quantities of paper at SI No1.01 15000 , at SI No1.02 35500 are taken for evaluation purpose only. The bidder has to quote both SI No1.01 and SI No1.02. L-1 will be decided on the basis of grand total cost for tentative average monthly quantities for the SI No1.01 and SI No1.02. The quoted rates are inclusive of all duties,taxes,levies etc applicable from time to time during currency of contract (excluding GST) .						
NUMBER Sl. No.	TEXT Item Description	NUMBER Quantity	TEXT Units	NUMBER BASIC RATE per unit with all taxes excluding GST In Figures To be entered by the Bidder Rs. P	NUMBER TOTAL AMOUNT With Taxes excluding GST	TEXT TOTAL AMOUNT In Words
1	2	3	4	5	6	7
1	PRINTING OF TELEPHONE BILLS					
1.01	Cost of laser printing per A4 page(both side) ,on paper of 80 GSM with three colours printing with resolution of 1200 dpi for pre-printed image, and 600dpi with one colour for variable data printing on both side including cost of stapling and bundling.	15000	NOS		0.00	INR Zero Only
1.02	Cost of printing additional sheet per A4 page (one side) on paper of 80 GSM with one colour with resolution of 600dpi.	35500	NOS		0.00	INR Zero Only
Total in Figures					0.00	INR Zero Only
Quoted Rate in Words					INR Zero Only	