



BHARAT SANCHAR NIGAM LIMITED
(A Government of India Enterprise)
GULBARGA TELECOM DISTRICT
GULBARGA-585 101

OPEN TENDER DOCUMENT
For
PRINTING AND SUPPLY OF BROCHURES & PAPER BAGS
Gulbarga Telecom District

TENDER DOCUMENT NO.

ISSUED TO:

M/s.....

.....

For WebSite down loaded Document, the cost of Tender Document of Rs.575/- to be submitted along with the Tender in the form of DD drawn in favour of AO(Cash) o/o GMTD BSNL Gulbarga, from any Scheduled Bank.



**OFFICE OF THE GENERAL MANAGER,
GULBARGA TELECOM DISTRICT OPP FORT NEAR
HPO, S B TEMPLE ROAD, GULBARGA - 585101.**

I N D E X

	<u>Page No.</u>
01) Tender Notice (Section I)	03
02) Instructions to Bidders (Section II)	04
03) Cost of Bidding	04
04) Bid Documents	05
05) Clarification of Bid Documents.	05
06) Amendment of Bid Documents.	05
07) Documents comprising Bid	05
08) Bid Form	06
09) Bid Prices	06
10) Documents establishing bidders eligibility & qualifications	06
11) Bid Security	07
12) Period of validity of bids	07
13) Format & signing of Bid.	08
14) Sealing and marking of Bid.	08
15) Submission of Bids.	09
16) Late Bids.	09
17) Modification & withdrawal of Bids.	09
18) Opening of bids by Purchaser.	10
19) Clarification of Bids.	10
20) Preliminary evaluation.	10
21) Evaluation & Comparison of substantially response.	10
22) Contacting the Purchaser.	11
23) Award of Contract.	11
24) Purchaser's right to vary quantities at the time of Award.	11
25) Purchaser's right to accept any bid or reject any or all bids.	11
26) Issue of advance purchase order.	11
27) Signing of Contract.	11
28) Annulment of Award.	12
29) Bid Requirements.	12
30) Section III (General Conditions)	13-18
31) Section IV (Part I - Bid Form, Part II - Price Schedule)	19-27
32) Section V (Letter of authorisation for attending bid opening)	32
33) Section VI (Performance Security Guarantee)	33-34
34) Section VII Annexure I (Tenderers Profile)	35
35) Section VII Annexure II (Declaration)	36
36) Section VII Annexure III (Form of Agreement)	37

Read and Understood

Signature of the Tenderer _____ 2 of 37

SECTION I**NOTICE INVITING TENDER**

OFFICE OF ISSUE : GENERAL MANAGER TELECOM DISTRICT BSNL
NEAR HEAD POST OFFICE,
GULBARGA – 585101.

TENDER ITEM : PRINTING AND SUPPLY OF BROCHURES & PAPER BAGS

TECHNICAL SPECIFICATION : Please refer Tender Document Section IV Part II

TENDER NO. & DATE : No.MKTG /TENDER /08-09/1 dtd @GGA-1, the 27-02-09

TENDER DOCUMENTS AVAILABLE FROM : SDE (Mktg), O/O GMTD BSNL,
NEAR HEAD POST OFFICE
GULBARGA – 585101.

OR

The Tender Documents can also be down loaded from Our website www.karnataka.bsnl.co.in Such Tenderer should deposit the cost of the documents in the Tender along with EMD in envelop A.

QUANTITY : AS PER SECTION IV PART II

EMD / BID SECURITY : Rs.20,000/- (Rs. Twenty Thousand Only)

COST OF TENDER DOCUMENT : Rs. 575/- (Rs. Five Hundred & Seventy Five only)

Tender Document issued up to	1700 Hours	18-03-2009
Last Date of receipt of Tender Document	1500 Hours	19-03-2009
Date of Opening	1600 Hours	19-03-2009

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

- a) **“The Purchaser”** means the Bharat Sanchar Nigam Limited.
- b) **“The Bidder”** means the individual or firm who participate in this Tender and submits its bid.
- c) **“The Supplier”** means the individual or firm bidding for this Tender for Print and Supply of Brochures and Paper Bags.
- d) **“The Printed brochures & paper bags”** means all the tendered items which the supplier is required to supply to the Purchaser under the Contract.
- e) **“The Purchase Order”** means the order placed by the Purchaser on the supplier signed by the Purchaser including all documents incorporated by reference therein. The Purchase Order shall be deemed as “contract” appearing in the document.
- f) **“The Contract Price”** means the price payable to the Supplier under the Purchase Order for the full and proper performance of its contractual obligations.
- g) **“Validation”** is a process of testing the Printed brochures & paper bags as per the Generic Requirements in the specifications for use in BSNL network. Validation is carried out in simulated field environment and includes stability, reliability and environmental tests.

2. ELIGIBLE BIDDERS :

The eligible bidders should be Indian Companies registered to Print / Supply the tendered items in India. In addition they should be an established Printers and having successfully executed commercial orders issued by Bharat Sanchar Nigam Limited or any of the reputed firms of more than **2 Lakhs** in each Financial Year **06-07 & 07-08 separately**. Minimum experience of **2 years** in the field of Printing is essential and should have own Printing facilities and furnish documentary proof.

3. COST OF BIDDING :

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

B. THE BID DOCUMENTS**4. BID DOCUMENTS:**

- 4.1 The printed brochures & paper bags required to be supplied, bidding procedures and contract terms are prescribed in the Bid documents. The Bid Documents include:
- a) Notice Inviting Tender
 - b) Instructions to bidder
 - c) General (Commercial) Conditions of Contract
 - d) Special Conditions of Contract, if any
 - e) Bid Form
 - f) Price Schedules having Technical Specification / Requirements.
 - g) Bid Security / EMD/(Document Fee also in case of web downloaded document)
 - h) Performance Security Bond Form
 - i) Letter of authorization to attend bid opening.
 - j) Bidders profile and Agreement format.
- 4.2 The Bidder is expected to examine all instructions, forms, terms and specifications in the Bid Documents. Failure to furnish all information required as per the Bid Documents or submission of bids substantially responsive to the Bid Documents in every respect will be at the bidder's risk and shall result in the rejection of the bid.

5. CLARIFICATION OF BID DOCUMENTS:

A prospective bidder, requiring any clarification on the bid documents shall notify the purchaser in writing or by FAX at the purchaser's mailing address indicated in the invitation of Bid. The Purchaser shall respond in writing to any request for the clarification of the bid documents, which it receives not later than 10 days prior to the date of opening of the Tenders.

6. AMENDMENT OF BID DOCUMENTS:

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

C. PREPARATION OF BIDS :**7. DOCUMENTS COMPRISING THE BID:**

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

- a) Documentary evidence established in accordance with Clause 2 and 10 that the bidder is eligible to bid and is qualified to perform the contract if his bid is accepted.
- b) Bid Security furnished in accordance with Clause 11 and Tender Document Fee of Rs.575/- in the form of DD drawn in favour of AO(Cash) o/o GMTD BSNL, GULBARGA in case the Tender Document is down loaded from BSNL website www.karnataka.bsnl.co.in
- b) A Clause by clause compliance as per Technical Specification, SEC IV PART II and samples of papers as per the specifications of the quotes.
- c) A bid form and price schedule completed in accordance with Clause 8, 9 & 10.

Read and Understood

Signature of the Tenderer _____ 5 of 37

8. BID FORM :

The Bidder shall complete the Bid Form and the appropriate Price Schedule furnished in the Bid Documents, indicating the printed brochures & paper bags to be supplied, a brief description of the printed brochures & paper bags, quality and price as per SECTION IV PART II.

9. BID PRICES:

9.1 The Bidder shall give the total composite price inclusive of all levies & taxes, packing, forwarding, freight and insurance, etc. as per the price schedule given in SECTION IV PART II. The offer shall be firm in 'Indian' Rupees. No Foreign exchange will be made available by the Purchaser.

9.2 The prices quoted by the bidder during the period of contract may vary in such a case
i) Whenever there is decrease in any Statutory duties/Taxes/VAT etc., the purchaser shall take the benefit of such a decrease in Duties/Taxes/VAT for the supply made from the date of enactment of revised Duties/Taxes/VAT.

ii) Whenever there is any increase in Duties/Taxes/VAT during the scheduled delivery period, the purchaser shall revise the prices as per new Duties/Taxes/VAT for the supply to be made during the remaining delivery period as per Tender terms and conditions of purchase order.

iii) Any increase in Taxes and other Statutory Duties/Levies/VAT after the expiry of scheduled delivery date shall be to the supplier account. However the supplier shall pass on the benefit of any decrease in the Taxes/Levies/VAT to the purchaser, after the scheduled delivery period.

9.3 The unit price quoted by the bidder shall be in sufficient detail to enable the Purchaser to arrive at price of Printed brochures & paper bags offered.

9.4 **“DISCOUNT”, if any, offered by the bids shall not be considered. Bidders desiring to offer discount shall therefore modify their offers suitably while quoting and shall quote clearly net price taking all such factors like Discount, free supply, etc. into account”.**

9.5 All information related to the price of the materials must appear in the Section IV Part II. Information given at other places will not be considered.

10. DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS:

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

i) Registration Certificate for KST / CST/TIN (VAT) in original or copy duly attested.

ii) Original Power of Attorney in case any person other than the tenderer himself has signed the tender document.

iii) Authenticated copy of partnership Deed in case of partnership firm & Power of Attorney to the representative of the firm who operates the tender.

iv) Bid Security –In accordance with Clause 11 of Section II of the tender document. (Document fee in case of document downloaded from our website.)

v) Authorization letter from the firms, vide Sec V.

vi) Latest and valid NSIC Bidder Certificate duly certified by NSIC (in case of exemption of EMD/SD claims by Bidder).

vii) Having Printing facility established / installed and is in working condition .

viii) Successfully executed commercial orders for more than Rs **2Lakhs** in each Financial Year **06-07 & 07-08** separately.

Read and Understood

Signature of the Tenderer _____ 6 of 37

11. BID SECURITY:

- 11.1 Pursuant to Clause 7, the bidders shall furnish, as part of his bid, a bid security for an amount as indicated in NIT. The bidders (Small Scale Units) who are registered with National Small Scale Industries Corporation under SINGLE POINT REGISTRATION SCHEME, and having 3 years renewal certificate valid on the date of bid opening are exempted from bid security up to the amount equal to their monetary limit. In case of bidders having monetary limit as “NO LIMIT”, the exemption will be limited to Rs.60,00,000 (Rupees Sixty Lakhs Only) as per the existing policy of BSNL. A proof regarding current registration with NSIC for the “**TENDERED ITEMS**” will have to be attached along with the bid document.
- 11.2 The bid security is required to protect the purchaser against the risk of bidders conduct, which would warrant the securities forfeiture, pursuant to Para 11.7.
- 11.3 The bid security shall be in the form of Demand draft issued by Scheduled Bank, drawn in favour of **AO(Cash) o/o GMTD BSNL, Gulbarga and it will not carry any interest..**
- 11.4 **A BID NOT SECURED IN ACCORDANCE WITH PARA 11.1 AND 11.3 SHALL BE REJECTED BY THE PURCHASER AS NON-RESPONSIVE.**
- 11.5 The bid security of the unsuccessful bidder will be discharged / returned as promptly as possible but not later than **30 days** after the expiry of the period of bid validity prescribed by the Purchaser pursuant to **Clause 12.**
- 11.6 The successful bidder’s bid security will be discharged upon the bidders acceptance of the advance purchase order satisfactorily in accordance with Clause 27 and furnishing the performance of the security.
- 11.7 **The bid security may be forfeited.**
- a) If bidders withdraw his bid during the period of bid validity specified by the bidders on the Bid Form, or
 - b) In case of successful bidders, if the bidder fails:
 - i. To sign the contract in accordance with Clause 27 or
 - ii. To furnish performance security in accordance with Clause 4.1Sec III and Para 27.

12. PERIOD OF VALIDITY OF BIDS:

Bids shall remain valid for **180 days** after the date of bid opening prescribed by the purchaser, pursuant to **Clause 12.1. THE PURCHASER AS NON-RESPONSIVE SHALL REJECT A BID VALID FOR A SHORTER PERIOD.**

- 12.1 In exceptional circumstances, the purchaser may request the bidders consent for an extension to the period of bid validity. The request and the response thereto shall be made in writing. The bid security provided under Clause 12, shall also be suitably extended. The bidders accepting the request and granting extension will not be permitted to modify his bid.

Read and Understood

Signature of the Tenderer _____ 7 of 37

13 FORMAT AND SIGNING OF BID:

- 13.1 The original bid shall be signed by the bidder or a person or persons duly authorized to bind the bidder to the Contract. The letter of authorization shall be indicated by written power-of-attorney accompanying the bid. All pages of the original bid, shall be signed by the person or persons authorized to sign the bid. The bids submitted shall be Wax sealed properly. All pages of the original bid document should be signed by the bidder and submitted. **Without signature on each page in the original bid document of non-submission of the original bid document and non-submission of the bid document in original will be treated as non-responsive and the bid will be rejected.**
- 13.2 The bid shall contain no interlinations, ensures or over writing except as necessary to correct the errors made by the bidder in which case such correction shall be signed by the person or persons signing the bid.

D. SUBMISSION OF BIDS:**14. SEALING AND MARKING OF BIDS:****14.1 The tender bid consists of two envelopes details of which are as follows.**

- i) **Envelop A – Unpriced Technical Bid will contain :**
Proper EMD, pre-requirement conditions and sample paper of size 4” x 6” as per Tender specification for the items quoted. If the sample is not furnished, the Bid will not be considered. (The cost of Tender Document of Rs.575/- also in the form of DD in case the Tender Document is downloaded from BSNL Website). Sample bags of three different sizes should be submitted.
- ii) **Envelop B –Price Bid / Financial Bid will contain :**
The price schedule in the same proforma. (SECTION IV Part II)
- iii) **Both the envelopes A & B are to be wax sealed in separate envelopes and to be submitted in one big envelop (wax sealed) containing both envelops A & B.**
The Technical Bid will be opened first. The Price Bid/Financial Bid in envelop B containing Price/Rate for the Tendered items will be opened later only if envelop A is in order. The envelop B marked Price Bid/Financial Bid will be opened only for qualified Bidders in the Technical Bid (envelop A). Price Bids in envelop B of disqualified and non responsive Bids will not be opened and same will be returned to the Bidder in due course by Register Post / By Hand.

14.2 The tender bid consists of the following documents:

- a) **Bid Security / EMD / valid NSIC(and the cost of Tender Document of Rs.575/- also in the form of DD in case the Tender Document is downloaded from BSNL Website www.karnataka.bsnl.co.in)**
- b) **Bid form duly completed (Section IV).**
- c) **Other documents mentioned in Clause 10 (as applicable).**
- d) **Technical literature / brochures.**
- e) **Original Tender Document duly signed in all pages by authorised signatory.**
- f) **Price Schedule in the same proforma (Section IV Part II).**
- g) **Covering letter for the above.**
- h) **Sample paper of size 4” x 6”,paper bags of three different sizes as per Tender specification for the items quoted.**

Read and Understood

Signature of the Tenderer _____ 8 of 37

14.3 The envelope Wax sealed containing all document under Clause 15 shall be:**a) Addressed to Purchaser at the following address:**

**AGM (Admn) O/o GMTD BSNL,
OPP FORT , NEAR HPO,
S B TEMPLE ROAD, GULBARGA – 585101.**

b) Bear the Tender No. and the words 'DO NOT OPEN BEFORE' (Due Date) and**c) The envelope shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared 'late'.****d) Tenders shall either be sent by Registered Post or delivered in person. The responsibility for ensuring that tenders are delivered in time would vest with the bidder.****e) Bids delivered in person shall be deposited in tender box kept in AGM (Admn)'s room o/o GMTD GGA, before due time and due date. The Purchaser shall not be responsible if the bids are delivered elsewhere or delayed submission.****14.4 If the envelope is not sealed, marked as required and samples not furnished the bid shall be rejected.****15. SUBMISSION OF BIDS:****15.1 Bids must be received by the Purchaser at the address specified under Para 14.2 not later than due time on due date.**

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

15.3 The bidders shall submit his bid offer against a set of bid documents purchased by him for all or some of the printed brochures & paper bags as per requirement of bid documents. He may include alternate offer if permissible as per the bid. However, not more than one independent and complete offer shall be permitted from the bidder.

16. LATE BIDS:

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

17. MODIFICATION AND WITHDRAWAL OF BIDS:

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

17.2 The bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched as required in case of bid submission in accordance with the provision of clause 15. A withdrawal notice may also be sent by FAX but followed by a signed confirmation copy, post marked **not later than the deadline for submission of bids.**

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

Read and Understood

Signature of the Tenderer _____ 9 of 37

E. BID OPENING AND EVALUATION:**18. OPENING OF BIDS BY PURCHASER:**

- 18.1 The Purchaser shall open the Bids in the presence of bidders or their authorised representatives who choose to attend at due time on due date. The bids representatives, who are present, shall sign an attendance register. Authority letter to this effect shall be submitted by the bidder before they are allowed to participate in bid opening. (A Format is given in Section 'V').
- 18.2 A maximum of one representative for any bidder shall be authorized and permitted to attend the bid opening.
- 18.3 The Bidders names, Bid prices, modifications, Bid withdrawals and such other details as the purchaser at its discretion, may consider appropriate will be announced at the opening.

19. CLARIFICATION OF BIDS :

To assist in the examination, evaluation and comparison of bids, the purchaser may at its discretion ask the bidder for the clarification of its bid. The request for clarification and response shall be in writing. However, no post bid clarification at the initiative of the bidder, shall be entertained.

20. PRELIMINARY EVALUATION :

- 20.1 Purchaser shall evaluate the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the bids are generally in order.
- 20.2 Arithmetical errors shall be rectified on the following basis. If there is a discrepancy between the Unit Price and Total Price that is obtained by multiplying the Unit Price and quantity, the unit price shall prevail and total price shall be corrected by the purchaser. If there is a discrepancy between words and figures the amount in words shall prevail. **If the supplier does not accept the correction of the errors, his bid shall be rejected.**
- 20.3 Prior to detailed evaluation, pursuant to Clause 22, the Purchaser will determine the substantial responsiveness of each bid to the bid documents. For purpose of this clause, a substantially responsive bid is one which confirms, to all the terms and conditions of the bid document without material deviation. The Purchaser's determination of bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

21. EVALUATION AND COMPARISON OF SUBSTANTIAL RESPONSE:

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

Read and Understood

Signature of the Tenderer _____ 10 of 37

21.2 The evaluation and comparison of responsive bids shall be of the price (item wise on lowest slab basis) of the printed brochures & paper bags offered inclusive of all levies and charges as indicated in the price schedule in Section IV Part II of the Bid Documents.

22. CONTACTING THE PURCHASER:

22.1 Subject to Clause 19, no bidder shall try to influence the Purchaser on any matter relating to its bid, from the time of the bid opening till the time the contract is awarded.

22.2 Any effort by a bidder to modify his bid or influence the Purchaser in Purchaser's bid evaluation, bid comparison or contract award decisions shall result in the rejection of the bid.

23. AWARD OF CONTRACT

23.1 The Purchaser shall consider placement of orders for commercial supplies on those eligible bidders whose offers have been found technically, commercially and financially acceptable as per the Technical Specification.(Section IV Part II)

24. PURCHASER'S RIGHT TO VARY QUANTITIES AT THE TIME OF AWARD:

24.1 The Purchaser reserves the right at the time of award of contract to increase or decrease the quantity up to **25%** of the total quantity of printed brochures & paper bags and services specified in the Schedule of Requirements without any change in unit price of the offered quantity or other terms and conditions.

24.2 In exceptional situation where the requirement is of an emergent nature and it is necessary to ensure continuous supplies from the existing vendors, the purchaser reserves the right to place repeat orders up to **50%** of the quantities of brochures contained in the tender/contract within a period of 12 months from the earliest date of acceptance of APO at the same rate on a rate negotiated (downwardly) with the existing vendors considering the reasonability of rates based on prevailing market conditions and the impact of reduction in duties/taxes/vat etc.

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

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

26. ISSUE OF ADVANCE PURCHASE ORDER

26.1 The issue of advance purchase order shall constitute the intention of the purchaser to enter into contract with the bidder.

26.2 The bidder shall within **15 days** of issue of advance purchase order, give his acceptance along with performance security in conformity with **Section VI** with the bid document.

Read and Understood

Signature of the Tenderer _____ 11 of 37

27. SIGNING OF CONTRACT:

- 27.1 The Successful bidder after depositing the required security deposit as demanded will have to execute an agreement in Non-judicial stamp paper of Rs.50/- (The cost of the stamp paper shall be borne by the approved tenderer) in the prescribed proforma to the effect that the supplier and the purchaser are bound by the terms and conditions of the agreement which in terms will be the same terms and conditions as mentioned in the Tender Document.
- 27.2 Upon the successful bidder furnishing of performance security, the purchaser shall discharge the bid security.

28. ANNULMENT OF AWARD

Failure of the successful bidder to comply with the requirement of Clause 27 shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security in which event the Purchaser may make the award to any other bidder at the discretion of the Purchaser or call for new bids.

29. BID REQUIREMENTS:

While all the conditions specified in the bid documents are critical and are to be completed special attention of bidder is invited to the following Clause of the bid document, non-compliance of any one of which shall result in outright rejection of the bid.

- i. **Clause 2 & 10 of Section II** – If the eligibility conditions as per Clause 2, Section II is not met and / or documents prescribed to establish the eligibility as per Clause 10 Section II are not enclosed, the bids will be rejected.
- ii. **Clause 11.1 & 11.3 & 11.1 of Section II** – The bids will be rejected at opening stage if bid security / EMD and also the cost of Tender Document of Rs.575/- in the form of DD in case the Tender Document is downloaded from BSNL Website is not submitted as per Clauses 11.1 & 11.3 and bid validity is less than the period prescribed in Clause 12.
- iii. **Clause 14 of Section II- the bids will be recorded un opened, if covers are not properly sealed.**
- iv. **Section II Clause 9.4 on discount which is reproduced below:**
“Discount, if any, offered by the bidder shall not be considered. Bidders desiring to offer discount shall therefore modify their offers suitably while quoting and shall quote clearly net price taking all such factors like Discount, free supply, etc. into account”.
- v. **Section IV Part II – Technical Specification – Compliance if given using unambiguous words like “Noted: Understood, “Noted & Understood” shall not be accepted as compliance Mere ‘Complied’ will also not be sufficient, reference to the enclosed documents showing compliances must be given.**
- vi. **Section IV PART- II Prices are not filled in the prescribed format of price Schedule (Financial Schedule).**

Read and Understood

Signature of the Tenderer _____ 12 of 37

SECTION III
GENERAL CONDITIONS

1. **APPLICATION:**
The General Conditions shall apply in contracts made by the Purchaser for the procurement of Printed brochures & paper bags.
2. **STANDARDS:**
The Printed brochures & paper bags supplied under this contract shall conform to the standards prescribed in the Technical Specifications mentioned in Section IV Part-II.
3. **PATENT RIGHTS:**
The Supplier shall indemnify the Purchaser against all third party claims of infringement of patent, trademark or industrial design rights arising from use of the printed brochures & paper bags or any part thereof in Indian Telecom Network.
4. **PERFORMANCE SECURITY:**
 - 4.1 The Supplier shall furnish performance security to the purchaser for an amount equal to 5% of the value of each purchase order. The Performance Security bond shall be in the form of a Bank Guarantee issued by a Scheduled bank and in the form provided in the bid documents vide Section-VI.
 - 4.2 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the contract.
 - 4.3 The Performance Security Bond will be discharged by the Purchaser after completion of the Supplier's performance obligations, including any Warranty obligations, under the Contract.
5. **INSPECTIONS AND TESTS:**
 - 5.1 The Purchaser or his representative shall have the right to inspect the Printing facility such as infrastructure machineries etc and printed materials for their conformity to the specifications.
 - 5.2 Should any inspected or supplied printed brochures & paper bags fail to conform to the Specifications the Purchaser may reject them and the Supplier shall either replace the rejected printed brochures & paper bags or make all alterations necessary to meet Specification requirements free of cost to the Purchaser.
 - 5.3 Notwithstanding the pre-supply inspections prescribed in clause 5.1 & 5.2 above, the printed brochures & paper bags on receipt in the Purchaser's premises will also be inspected and if any printed brochures & paper bags or part thereof is found defective, the same shall be replaced free of all cost to the Purchaser.
 - 5.4 Nothing in Clause 5 shall, in any way, release the Supplier from any Warranty or other obligations under this contract.

Read and Understood

Signature of the Tenderer _____ 13 of 37

6. DELIVERY AND DOCUMENTS:

- 6.1 Delivery of the printed brochures & paper bags shall be made by the Supplier in accordance with the terms specified by the Purchaser in its Schedule of requirements and special conditions of contract and the printed brochures & paper bags shall remain at the risk of the Supplier until delivery has been completed. The delivery of the printed brochures & paper bags shall be to the ultimate consignee as given in the Purchase Order.
- 6.2 The delivery of the printed brochures & paper bags shall commence immediately on placement of Purchase Order on vendor and will be completed within the delivery schedule given in Purchase Order.

7. PERIOD OF CONTRACT:

One year from the date of Agreement vide Section II Clause 27.1.

8. WARRANTY.

- 8.1 The contractor shall warrant that stores to be supplied for a period of **One year** shall be new and free from all defects and faults in material used, workmanship, manufacture and shall be of the highest grade and consistent with the established and generally accepted standards for the materials ordered and shall perform in full conformity with the specification.
- 8.2 Replacement under warranty clause shall be made by the contractor free of all charges at site including freight, insurance and other incidental charges.

9. PAYMENT TERMS:

- 9.1 100 % payment after delivery of the printed brochures & paper bags. For arranging payment the following documents are to be produced.
1. Invoice
 2. Delivery challan
- 9.2 (i) (a) Form “ C ” will be issued if required for inter state supply, once complete supply order is executed in full. The bidders shall quote all inclusive prices only.
- (b) Any increase/decrease in taxes and other statutory duties / levies after the expiry of the delivery date shall be as per clause 9 of Section II.
- (ii) No Payment will be made for printed brochures & paper bags rejected at site on testing.
- 9.3 **PRICE :**
- (i) Prices charged by the Supplier for the printed brochures & paper bags delivered and services performed under the contract shall be as per Clause 9 of Section II.

10. CHANGES IN PURCHASE ORDERS:

10.1 The Purchaser may, at any time, by a written order given to the Supplier, make changes within the general scope of the contract.

11. DELAYS IN THE SUPPLIER'S PERFORMANCE:

11.1 Delivery of the printed brochures & paper bags and performance of services shall be made by the Supplier in accordance with the time schedule specified by the Purchaser in its Purchase Order. In case the supply is not completed in the stipulated delivery period, as indicated in the Purchase Order. Purchaser reserves the right either to short close / cancel this Purchase Order and / or recover liquidated damage charges. The cancellation / short closing of the order shall be at the risk and responsibility of the Supplier and Purchaser reserves the right to purchase balance unsupplied item at the risk and cost of the defaulting vendors.

11.2 Delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to any or all of the following sanctions, forfeiture of its performance security, imposition of liquidated damages and / or termination of the contract for default.

11.3 If at any time during performance of the contract, the Supplier or Contractor(s) encounters condition impeding timely delivery of the printed brochures & paper bags and performance of service, the Supplier shall promptly notify the Purchaser in writing of the fact of the day, its likely duration and its cause. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion to extend the period of performance of the contract after mutual discussion with the Supplier.

12. LIQUIDATED DAMAGES:

12.1 The date of delivery of the printed brochures & paper bags stipulated in the acceptance of tender should be deemed to be the essence of the contract and delivery must be completed not later than the dates specified therein. Extension will not be given except in exceptional circumstances. Should, however, deliveries be made after expiry of the contract delivery period, without prior concurrence of the Purchaser, and shall be accepted by the Consignee, such deliveries will not deprive the Purchaser of his right to recover liquidated damages under Clause 12.2 below.

12.2 LD will be charged on the composite price mentioned in the PO ie., Basic Price + ED + Sales Tax + all levies., octroi, etc. + freight, etc. " Should the tenderer fails to deliver the stores or any consignment thereof within the period prescribed for delivery, the Purchaser shall be entitled to recover 0.5% of the value of the delayed supply for each week of delay or part thereof for a period up to 10 weeks and thereafter @ 0.7% of the value of the delayed supply for each week of delay or part thereof for another 10 weeks of delay. In the case of package supply where the delayed portion of the supplies materially hamper installation and commissioning of systems, LD charges shall be levied as above on the total value of the concerned package of the Purchase Order. **Quantum of liquidated damages assessed and levied by the Purchaser shall be final and not challengeable by the Supplier."**

Read and Understood

Signature of the Tenderer _____ 15 of 37

13. FORCE MAJEURE

- 13.1 If any time, during the continuance of the contract, the performance in whole or in part by either party or any obligations under the contract shall be prevented or delayed for reason of any way, or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quantitative restrictions, strikes, lockouts, or act of God (Hereinafter referred to as events) provided notice of happenings, of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any such claim for damages against the other in respect of such non-performance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such event may come to an end or cease to exist, and the decision of the Purchaser as to whether the deliveries have been so resumed or not shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period of 60 days either party may, at his option terminate the contract.
- 13.2 Provided also that if the contract is terminated under this clause, the Purchaser shall be at liberty to take over from the contractor at a price to be fixed by the Purchaser, which shall be final, all unused, undamaged and acceptable materials, brought out components and stores in the course of manufacture in possession of the contractor at the time of such termination of such portions thereof as the Purchaser may deem fit accepting such materials brought and components and stores as the contractor may with the concurrence of the Purchaser elect to retain.

14. TERMINATION FOR DEFAULT:

- 14.1 The Purchaser, may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the Supplier, terminate this Contract in whole or in part.
- (a) If the Supplier fails to deliver any or all of the printed brochures & paper bags within the time period(s) specified in the Contract, or any extension thereof granted by the Purchaser pursuant to Clause 11
- (b) If the Supplier fails to perform any other obligation(s) under the Contract ; and
- (C) If the Supplier, in either of the above circumstances, does not remedy his failure within a period of 30 days (or such longer period as the Purchaser may authorize in writing after receipt of the default notice from the Purchaser).
- 14.2 In the event the Purchaser terminates the contract in whole or in part, pursuant to Para 14.1, the Purchaser may proceed, upon such terms and in such manner as it deems appropriate, printed brochures & paper bags similar to those undelivered and the Supplier shall be liable to the Purchaser for any excess cost for such similar printed brochures & paper bags. However, the Supplier shall continue performance of the contract to the extent not terminated.

15. TERMINATION FOR INSOLVENCY:

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

Read and Understood

Signature of the Tenderer _____ 16 of 37

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 GMTD, BSNL, Opp Fort Near HPO S B Temple Road Gulbarga-585101, 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 GMTD, BSNL, Opp Fort Near HPO S B Temple Road Gulbarga-585101, or by whatever designation such Officers may be called (hereinafter referred to as the said Officer) and if the GMTD or the said Officer is unable or unwilling to act as such the sole arbitration or some other person appointed by GMTD or the said Officer.
- 16.2 The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act, 1996. There will no objection to any such appointment that the Arbitrator is Government Servant or that he has to deal with the matter to which the agreement relates or that in the course of his duties as Government Servant he has expressed views on all or any of the matter under dispute. The award of the Arbitrator shall be final and binding on the parties. In the event of such arbitrator to whom the matter is originally referred, being transferred or vacating his office or being unable to act for any reasons whatsoever such GMTD 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.
- 16.3 The arbitrator may from time to time with the consent of parties enlarge the time for making and publishing the award. Subject to aforesaid Arbitration and Conciliation Act, 1996 and the Rules made thereunder, any modification thereof from the time being in force shall be deemed to apply to the arbitration proceeding under this clause.
- 16.4 The venue of the arbitration proceeding shall be the Office of the GMTD, BSNL, Opp Fort, Near HPO ,S B Temple Road, Gulbarga-585101 or such other places as the arbitrator may decide.
- 16.5 In case of any dispute arises, it should be within the jurisdiction of Gulbarga only.

17. SET OFF:

- Any sum of money due and payable to the contractor (including Security deposit refundable to him) under this contract may be appropriated by the Purchaser or the BSNL, or any other person or persons contracting through the BSNL, India and set off the same against any claim of the Purchaser or BSNL, or such other person or persons for payment of a sum of money arising out of this contract or under any other contract made by the contractor with the Purchaser of BSNL or such other person or persons contracting through BSNL, India.
18. Tender documents can also be downloaded from our website www.karnataka.bsnl.co.in such tenderers should deposit the cost of the tender document of Rs.575/- in the form of DD payable to AO(Cash) o/o GMTD BSNL, Gulbarga , along with tender documents as per Clause 14 of Section II.
19. If samples for the items quoted as per Tender Specifications are not furnished, the Bid will be rejected.

20. SPECIAL CONDITIONS OF CONTRACT

1. Purchaser reserves the right to disqualify such bidder who has a record of not meeting contractual obligations against earlier contracts entered into with the purchaser.
2. The Purchaser reserves the rights to counter offer price(s) against price(s) quoted by any bidder.
3. Purchaser reserves the right to place order to a maximum of two bidders and in that case the quantity will be apportioned to in the ratio of 70:30 for L-1 and L-2 respectively.
4. The contractor shall ensure that the printed brochures / paper bags are securely adequately packed to ensure safe arrival at the destination withstanding all hazards during transit.
5. Purchaser reserves the right to blacklist a bidder for a suitable period in case he fails to honor his bids without sufficient grounds.
6. The Bidder for this Bid shall be an established Printer, and should have own printing facility .
7. Evaluation of bids will be done on the basis of Item wise Lowest Slab Basis.

This Tender Document of 33 pages is issued by

(Sri. Kallappa)
AGM (Admn),
O/O GMTD BSNL,
Opp Fort ,Near HPO,
S B Temple Road, Gulbarga – 585101.

CONSIGNEE

: AGM (Admn),
O/O GMTD BSNL,
Opp Fort, Near HPO,
S B Temple Road, Gulbarga – 585101.

PAYING AUTHORITY

: THE ACCOUNTS OFFICER (Cash),
O/o GMTD, BSNL, Opp Fort Near HPO,
S B Temple Road, Gulbarga – 585101.

DELIVERY PERIOD

: 4 Weeks from the date of Purchase order.

ORDER SCHEDULE

: As and when required.

INSPECTION

: AGM (Admn) or any Officer deputed by
DGM (T)

Read and Understood

Signature of the Tenderer _____ 18 of 37

**SECTION IV
PART I
BID FORM**

TENDER NO.....DATE / /2009
(Name and Address of the Purchaser)

Dear Sir,

- 1) Having examined the conditions of contract and specifications including addenda Nos. the receipt of which is hereby duly acknowledged. We, undersigned, offer to supply and deliver in conformity with the said drawings, conditions of contract and specifications for the sum shown in the Schedule of Prices attached herewith and made part of this Bid.
- 2) We undertake, if our Bid is accepted to complete delivery of all the items specified in the contract within the delivery date calculated from the date of issue of your Purchase Order.
- 3) If our Bid is accepted, we will obtain the guarantee of a Scheduled Bank for a sum not exceeding 5% of the Contract sum for the due performance of the Contract.
- 4) We agree to abide by this Bid for a period of **180 days** from the date fixed for Bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- 5) Until a formal Purchase Order of Contract is prepared and executed this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.
- 6) Bid submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.
- 7) We understand that you are not bound to accept the lowest or any bid you may receive.

Dated thisday of2009

Name and Signature

In the capacity of

Duly authorized to sign the bid for and on behalf of

Witness

Signature

Address

.....

Read and Understood

Signature of the Tenderer _____ 19 of 37

Section IV**PART II****SCHEDULE OF RATES****TENDER FORM**

To,
The General Manager,
Bharat Sanchar Nigam Limited,
Opp Fort ,Near HPO,
S B Temple Road, Gulbarga-585101.

Sir,

Sub: Tender for Printing And Supply of Brochures & Paper Bags inclusive of paper and all related requisites as per requirements shown below.

1. I/We hereby undertake to supply the following items at the rate mentioned against each.

Technical specifications & Price Schedule For “Printing & Supply of Brochures & Paper Bags”

I) Single colour Printing on Both sides using 80 GSM Maplitho Paper

Sl No	Size (open size) in cms	Slab	Amount (in Rs.)for each Slab		Anticipated Qty
			(in figures)	(in words)	
A	21.5 X 28.5 cms	10,000			1,00,000
		20,000			
		50,000			
B	14 x 21.5 cms	10,000			50,000
		20,000			
		30,000			
C	19.5 x 21.5 cms	10,000			50,000
		20,000			

Read and Understood

Signature of the Tenderer _____ 20 of 37

II) Single colour Printing on One side using 80 GSM Maplitho Paper

Sl No	Size (open size) in cms	Slab	Amount (in Rs.) for each Slab		Anticipated Qty
			(in figures)	(in words)	
A	21.5 X 28.5 cms	10,000			1,00,000
		20,000			
		50,000			
B	14 x 21.5 cms	10,000			50,000
		20,000			
		30,000			
C	19.5 x 21.5 cms	10,000			50,000
		20,000			

III) Four colour Printing on 1st Page & other 3 pages back to back in Single colour using 80 GSM White Maplitho Paper. (Mobile Pre-Paid appln form)

Sl No	Size (open size) in cms	Slab	Amount (in Rs.) for each Slab		Anticipated Qty
			(in figures)	(in words)	
A	21 X 29.7 cms	10,000			1,00,000
		20,000			
		50,000			

Read and Understood

Signature of the Tenderer _____ 21 of 37

IV) Four colour Printing on Both sides using Foreign (imported), 135 GSM Art Paper

Sl No	Size (open size) in cms	Slab	Amount (in Rs.) for each Slab		Anticipated Qty
			(in figures)	(in words)	
A	9.5 x 21.5 cms	5,000			40,000
		10,000			
		20,000			
B	14 x 21 Cms	5,000			50,000
		10,000			
		20,000			
C	19 x 21.5 cms (One fold / One cut)	5,000			25,000
		10,000			
		25,000			
D	28.5 x 21.5 cms (One / Two folds, One / Two cuts)	5,000			20,000
		10,000			
E	42 X 21 cms (One fold / Two cuts)	1,000			5,000
		5,000			
F	56 x 21.5 cms (Two folds / Five cuttings)	5,000			10,000
		10,000			

V) Four colour Printing on Both sides using 80 GSM Maplitho Paper

Sl No	Size (open size) in cms	Slab	Amount (in Rs.) for each Slab		Anticipated Qty
			(in figures)	(in words)	
A	19.5 x 21.5 cms	5,000			40,000
		10,000			
B	14 x 21.5 cms	5,000			20,000
		10,000			
		20,000			
C	21.5x 28.5cms	5,000			20,000
		10,000			
		20,000			

Read and Understood

Signature of the Tenderer _____ 22 of 37

**VI) Two colour Printing on Both sides using 80 GSM Maplitho Paper
(Blue, Red, Yellow, or Green)**

Sl No	Size (open size) in cms	Slab	Amount (in Rs.) for each Slab		Anticipated Qty
			In figures	in words	
A	14 x 21.5 cms	5,000			30,000
		10,000			
B	19 x 21.5 cms	5,000			30,000
		10,000			

VII) Two Colour Printing on One side with BSNL water mark using 70 GSM Maplitho Colour Paper containing 100 sheets (in duplicate) per book serially numbering the books and sheets, perforation, pinning & stiff binding.

Sl No	Size (open size) in cms	Slab	Amount (in Rs.) for each Slab		Anticipated Qty
			In figures	in words	
A	10.5 x 14 cms	100 Books			2,000 Books
		200 Books			
		500 Books			

VIII) 20+4 Pages, Inner 130 GSM Art Paper & cover 300 GSM Art Board, throughout Multicolour printing, center pinning & Finishing

Sl No	Size (open size) in cms	Slab	Amount (in Rs.) for each Slab		Anticipated Qty
			In figures	in words	
A	10.9 x 17.9 cms	100 Books			5,000 Books
		500 Books			
		1000 Books			

IX) Four colour Printings on both sides using 90 GSM Maplitho Paper

Sl No	Size (open size) in cms	Slab	Amount (in Rs.) for each Slab		Anticipated Qty
			(in figures)	(in words)	
A	19.5 x 21.5 cms (One fold / One cut)	5,000			50,000
		10,000			
B	28.5 x 21.5 cms (One / Two folds, One / Two cuts)	5,000			60,000
		10,000			

Read and Understood

Signature of the Tenderer _____ 23 of 37

**X) Two colour Printing on Both sides using 90 GSM Maplitho Colour Paper
(Blue, Red, Yellow, & Green)**

Sl No	Size (open size) in cms	Slab	Amount (in Rs.) for each Slab		Anticipated Qty
			(in figures)	(in words)	
A	19.5 x 21.5 cms (One fold / One cut)	5,000			10,000
		10,000			
B	28.5 x 21.5 cms (One / Two folds, One / Two cuts)	5,000			20,000
		10,000			

**XI) Four colour Printing on Both side using Foreign (Imported) Art Paper
135 GSM (with Perforation and 1" Strip Gumming on top with Release Paper)**

Sl No	Size (open size) in cms	Slab	Amount (in Rs.) for each Slab		Anticipated Qty
			(in figures)	(in words)	
A	6 x 10.5cms	25,000			50,000
		50,000			
B	12 x 19cms	25,000			50,000
		50,000			
C	8 x 12 cms	25,000			50,000
		50,000			

**XII) Four colour Printing on Both sides using 100 GSM Maplitho Paper
(with Perforation and Dye cutting)**

Sl No	Size (open size) in cms	Slab	Amount (in Rs.) for each Slab		Anticipated Qty
			(in figures)	(in words)	
A	21.5 x 28.5 cms	5,000			10,000
		10,000			

Read and Understood

Signature of the Tenderer _____ 24 of 37

**XIII) Four colour Printing on Both side using Foreign (Imported) Art Paper
Cover page with 170 GSM and inner pages of 135 GSM (with Centre
Pinning with one fold)**

Sl No	Size (open size) in cms	No of Sheets	Minimum Quantity	Amount (in Rs.) for each Slab		Anticipated Qty
				(in figures)	(in words)	
A	11.5 x 21.5	5 Sheets	5,000			10,000
			10,000			
B	14 x 21.5	10 Sheets	5,000			20,000
			10,000			
C	19.5 x 21.5	4 Sheets	5,000			10,000
			10,000			

XIV) Four colour Printing on Both sides using 300 GSM Coated Board (One fold)

Sl No	Size (open size) in cms	Slab	Amount (in Rs.) for each Slab		Anticipated Qty
			(in figures)	(in words)	
A	12 x 18 cms	50,000			1,00,000
		1,00,000			

**XV) Four Colour Printing on One side using 75 GSM Maplitho Colour Paper
(Other side Full Quality Gumming with Release Paper)**

Sl No	Size (Open size) in cms	Slab	Amount (in Rs.) for each Slab		Anticipated Qty
			In figures	in words	
A	6 x 9 cms	50,000			1,00,000
		1,00,000			

**XVI) Four Colour Printing on One side using 135 GSM Laminated Art Paper
(Back side 1" Strip Gumming on Top Centre & Bottom)**

Sl No	Size (open size) in cms	Slab	Amount (in Rs.) for each Slab		Anticipated Qty
			In figures	in words	
A	45 X 55 cms	500			1,000
		1000			

Read and Understood

Signature of the Tenderer _____ 25 of 37

XVII) Four Colour Printing on One side using Foreign (imported) Art Paper 170 GSM (Back side 1" Strip Gumming on Top Centre & Bottom)

Sl No	Size (open size) in cms	Slab	Amount (in Rs.) for each Slab		Anticipated Qty
			In figures	in words	
A	49 x 73 cms	200			500
		500			

XV111) Four Colour Printing on One side using Foreign (imported) Art Paper 220 GSM (Back side 1" Strip Gumming on Top Centre & Bottom)

Sl No	Size (open size) in cms	Slab	Amount (in Rs.) for each Slab		Anticipated Qty
			(in figures)	(in words)	
A	49 x 73 cms	200			1,000
		500			
		1000			

XIX) Four Colour Printing on One side using Foreign (imported) Art Paper 170 GSM (Back side 1" Strip Gumming on Top Centre & Bottom)

Sl No	Size (open size) in cms	Slab	Amount (in Rs.) for each Slab		Anticipated Qty
			(in figures)	(in words)	
A	63 x 91 cms	200			500
		500			

XX) Four Colour Printing on One side using Foreign (imported) Art Paper 220 GSM (Back side 1" Strip Gumming on Top Centre & Bottom)

Sl No	Size (open size) in cms	Slab	Amount (in Rs.) for each Slab		Anticipated Qty
			(in figures)	(in words)	
A	63 x 91 cms	200			500
		500			

Read and Understood

Signature of the Tenderer _____ 26 of 37

**XXI) Four Colour Printing on One side using 220GSM Laminated Art Paper
(Back side 1" Strip Gumming on Top Centre & Bottom)**

Sl No	Size (open size) in cms	Slab	Amount (in Rs.) for each Slab		Anticipated Qty
			In figures	in words	
A	80 x 120cms	200			1,000
		500			
		1000			

XXII) Four Colour Printing on Both sides using 70 GSM Maplitho Paper 33cm x 48cm (open size) and 7 foldings, Front & Back side of the Folder to be pasted to 400 GSM Chrome White board (11cm x 8cm each) and other side of the Board having 4 colour Printing with Lamination.

Sl No	Size	Slab	Amount (in Rs.) for each Slab		Anticipated Qty
			(in figures)	(in words)	
A	As detailed above 33 cms x 48 cms	10,000			20,000
		20,000			

XXIII) Multi Colour back to back printing on 300 GSM Imported Art Card with One fold along with covers of 90 GSM Maplitho Paper with single colour printing

Sl No	Size (open size) in cms	Slab	Amount (in Rs.) for each Slab		Anticipated Qty
			(in figures)	(in words)	
A	11 x 16.5	500			1.000
B	14 x 21.5	500			

XXIV) Paper Bags made up of 220 Duplex Board (white back) with 4 colour printing. Bag of size 37 cm height X 28 cm width X 8 cm bottom having bottom pad and grip strip at the top (4 cm) and having 5 mm dia white or black cotton rope (30 cm long) made up of soft thread and 2 Nos of high quality rivettes (14 cm apart) on either side of the bag.

Sl No	Size	Slab	Amount (in Rs.) for each Slab		Anticipated Qty
			(in figures)	(in words)	
A	As detailed above 37 x 28 x 8 cms	5,000			5,000

Read and Understood

Signature of the Tenderer _____ 27 of 37

XXV) Paper Bags made up of 220 Duplex Board (white back) with lamination with 4 colour printing. Bag of size 30 cm height X 38 cm width X 8 cm bottom having bottom pad and grip strip at the top (4 cm) and having 5 mm dia white or black cotton rope (30 cm long) made up of soft thread and 2 Nos of high quality rivettes (14 cm apart) on either side of the bag.

Sl No	Size	Slab	Amount (in Rs.) for each Slab		Anticipated Qty
			(in figures)	(in words)	
A	As detailed above 30 x 38 x 8 cms	500			2,000
		1,000			

XXVI) Paper Bags made up of 280 Duplex Board (white back) with 4 colour printing. Bag of size 30 cm height X 38 cm width X 8 cm bottom having bottom pad and grip strip at the top (4 cm) and having 5 mm dia white or black cotton rope (30 cm long) made up of soft thread and 2 Nos of high quality rivettes (14 cm apart) on either side of the bag.

Sl No	Size	Slab	Amount (in Rs.) for each Slab		Anticipated Qty
			(in figures)	(in words)	
A	As detailed above 30 x 38 x 8 cms	1,000			5,000
		2,000			

XXVII) Dangers with multi colour printing on 300 GSM Art board Paper with dye cutting of

1. First Piece 19 Cm dia with eyelets
2. Second piece 22 X 10 Cms with one eyelet
3. 45 Cms elastic thread for hanging

Sl No	Size (open size) in cms	Minimum Quantity	Amount (in Rs.) for each Slab		Anticipated Qty
			(in figures)	(in words)	
A	19 cm dia with eye lets	50,000			5,00,000
		1,00,000			
B	22 X 10 Cms with one eyelet	50,000			20,000
		1,00,000			

Read and Understood

Signature of the Tenderer _____ 28 of 37

XXVIII) Greeting Cards: Multi colour back to back printing on 300 GSM imported art card with one fold along with covers of GSM Maplitho paper with multi colour printing.

Sl No	Size (open size) in Cms	Slab	Amount (in Rs.) for each Slab		Anticipated Qty
			(in figures)	(in words)	
A	17 X 25	500			2,000
		1,000			

XXIX) Customer Service Guide

Four colour printing, 4 cover pages, using 220 GSM art card. Inner 20 pages using 170 GSM art paper finishing with center pinning.

Sl No	Size (open size) in Cms	Slab	Amount (in Rs.) for each Slab		Anticipated Qty
			(in figures)	(in words)	
A	22 (W) X 18 (H) cms one fold/ one cut	500			5,000
		2,000			

XXX) Welcome Kit

Four colour printing using 170 GSM art paper. Inner 48 pages using 80 GSM art paper finishing with center pinning.

Sl No	Size (open size) in Cms	Slab	Amount (in Rs.) for each Slab		Anticipated Qty
			(in figures)	(in words)	
A	18 (W) X 13 (H) cms one fold/ one cut	5,000			25,000
		10,000			

Read and Understood

Signature of the Tenderer _____ 29 of 37

XXXI) Stickers

Sl No	Size (open size) in cms	Slab	Amount (in Rs.)for each Slab		Anticipated Qty
			(in figures)	(in words)	
A	10 x 8 cms	5,000			40,000
		10,000			
		20,000			
B	8 x 8 cms dia	5,000			25,000
		10,000			
		25,000			
C	12 cm dia	5,000			20,000
		10,000			
D	12 X 19 cm	5,000			10,000
E	1 inch X 0.5 inch	10,000			20,000

Note;

1. (a) Charges for Printing inclusive of Paper, Proofing and Positive charges. It also includes numbering, gumming, perforation, binding , etc and all other requirements wherever necessary.
- (b) Art work will be supplied by BSNL.

2. I/We agree that this Tender shall be valid for the purchase orders placed within one year from the date of its acceptance.
3. I/We agree that this Tender offer remains open for **180 days** from the date of opening of the Tender
4. I/We agree to abide by and fulfill all the terms and conditions specified in the Tender Document.
5. I/We enclose DD bearing No. dtd..... for Rs...../-
(Rupees.....
(name of Bank & Place) in favour of “ **BSNL GULBARGA**”. towards payment of EMD.
6. I/We agree that any failure on my/our part to observe the prescribed procedure will render the Tender liable to be excluded from consideration.
7. I/ We agree and ready to accept orders for lesser quantity on pro-rate basis.
8. I/We also agree that the decision of the, General Manager Telecom District Gulbarga regarding the meaning and the effects of this Tender will be final and legally binding on me/us.

Encl; As above

Date;

Yours faithfully

Signature of the Tenderer

Name and Designation:

Address :

Telephone No. :

For & on behalf of M/s.

(Seal)

Read and Understood

Signature of the Tenderer _____ 31 of 37

SECTION V

LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

(To reach AGM (Operation) before date of bid opening)

To

The AGM (Admn)
O/O GMTD BSNL,
NEAR HPO,
GULBARGA – 585101.

Subject: Authorization for attending bid opening on(date)
In the Tender of

@@@

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

<u>Order of Preferences</u>	<u>Name</u>	<u>Specimen</u> <u>Signatures</u>
-----------------------------	-------------	--------------------------------------

I.

II. Alternative
Representative

Signature of bidder Or
Officer authorized to sign the bid
Documents on behalf of the bidder

- Note: 1. Maximum one representative will be permitted to attend bid opening. Alternate representative will be permitted when regular Representatives are not able to attend.
2. Permission for entry to the hall where bids are opened may be refused in case authorization as prescribed above is not received.

SECTION VI
PERFORMANCE SECURITY GUARANTEE (Bond Form)

1. In consideration of the GMTD, Gulbarga, Bharat Sanchar Nigam Limited (hereinafter called the ‘BSNL’) having agreed to exempt{hereinafter called “the said Contractor(s) } from the demand, under the terms and conditions of an agreement / (Purchase Order) No.....datedmade betweenandfor the supply of{hereinafter called “the said AGREEMENT”} of Security Deposit for the due fulfillment by the said Contractor(s) of the terms and conditions contained in the said Agreement, of production of the Bank Guarantee forwe (name of the Bank)(hereinafter referred to as “the Bank”) at the request ofContractor(s) do hereby undertake to pay to the BSNL an amount not exceedingagainst any loss or damage caused to or suffered or would be to or suffered by the BSNL by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement.

2. We (name of the Bank)do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from the BSNL stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the BSNL by reasons of breach by the said contractor(s) of any of the terms or conditions contained in the said agreement. Any such demand made on the Bank shall be conclusive as regard the amount due and payable by the Bank under this Guarantee where the decision of the BSNL in these counts shall be final and binding on the bank. However, our liability under this Guarantee shall be restricted to an amount not exceeding

3. We undertake to pay the BSNL any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) / Supplier (s) in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present being obsolete and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the contractor(s) / Supplier(s) shall have no claim against us for making such payment.

4. WE (name of the Bank).further agree that the Guarantee therein contained shall remain in full force and effect during the period that would taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the BSNL under or by the virtue of the said agreement have been fully paid and its claims satisfied or discharged or till ----- (Office / Department) (BSNL) _____ certifies that the terms and conditions of the said agreement have been fully and properly carried out by the Contractor(s) and accordingly discharges this Guarantee. Unless a demand or claim under this Guarantee is made on us in writing on or before the expiry of **18 Months** (as stipulated in PO) from the date thereof, we shall be discharged from all liabilities under this Guarantee thereafter.

Read and Understood

Signature of the Tenderer _____ 33 of 37

5. We (name of the Bank) _____ further agree with the BSNL that the BSNL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Contractor (s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the BSNL against the said Contractor (s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason or any such variation, or extension being granted to the said Contractor (s) or by any such matter or thing whatsoever which under the law relating to the sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to change in the Constitution of the Bank or the Contractor (s) / Supplier (s).

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

Dated the..day of 2007

SECTION VII**Annexure I****Tenderers Profile**

(To be furnished with the Tenderer)

Sl. No	Particulars	Remarks
1	Name of the Firm	
2	a)Registered Address b)Sole owner of Partnership Firm/Private/Public Ltd. Phone No/Fax No.	
3	Name of Sole proprietor or Name of Partner/Directors	
4	Name of Person authorised to enter into and execute contract agreement and capacity in which he is authorised (Authorisation should be annexed)	
5	Permanent Income Tax Number	
6	Sales Tax Registration Number a) Central/State/VAT b) Service Tax	
7	Is the Firm Registered for this particular work/job? If so, please furnish attested copy of current registration certificate.	
8	Whether the printing work of any reputed firm / organisation executed? If so, furnish details of the copies.	
9	Brief profile of the firm indicating the machinery / technical staff, their qualifications etc.	
10	Infrastructure available for printing and work force.	
11	Bank Details (for ECS purpose) Cancelled/defaced cheque to be enclosed	Name of the Bank: Branch: SB A/C No: Current A/C No:
12	Annual turn-over in lakhs of rupees	2006-07 2007-08

Note: The columns against the items not relevant to the Tender submitted by the Tenderer, may be marked with “Not Relevant”. Separate sheet may be utilised if necessary.

Read and Understood

Signature of the Tenderer _____ 35 of 37

Section VII
Annexure II

DECLARARTION

I ----- Son of /wife of Shri. -----
Proprietor/Director/Partner of M/s. -----
do hereby solemnly affirm and declare as under.

1)That I am the sole proprietor/partner/director of M/s. -----

2)That I state and declare that the above firm/company M/s. -----

-----has never been debarred and / or blacklisted by
any Company/State Govt/PSU/Public Bodies.

3)In case the above declaration is found to be incorrect or wrong the contract if awarded to
the firm shall be liable to blacklisted / debarred for future works / contract with BSNL /
MTNL.

Any such action shall however be without prejudice to BSNL/MTNLs rights under the
law.

Signature of Proprietor/Partner/Director

(Shri/Smt/Miss -----)

**Note: The signatory should not effect any variation in the text of declaration. Declaration in any
other form shall not be acceptable and render the Tenderer for penal action as decided by GGATD.**

SECTION VII

Annexure III

FORM OF AGREEMENT

(To be submitted on a non-judicial stamp paper of Rs.50/- and more)

Contract No:

The General Manager, BSNL, Gulbarga having agreed to grant the Tender for (work) -----

**in response to the submission of Open Tender by us -----
are executing this agreement on this day the -----
and hereby confirm that we have thoroughly examined and understood the terms and
conditions of the invitation of Open Tender bearing No. -----
----- and also those general conditions of Tender
and its Annexures and agreed to abide by them. I/We are willingly undertake the said work
consequent on the approval of the Tender at the rate specified in the Annexure which
forms the part of this agreement and as per terms and conditions of the Tender. We assure
the said General Manager, BSNL, Gulbarga, that we will undertake the said work to the
best of my/our ability at all stages, during the tenure of the Tender. This agreement will
remain in force for ----- year up to ----- unless specifically extended or
curtailed by the General Manager, BSNL, Gulbarga.**

Witness:

Tenderer

1.

Capacity in which signing along with seal

2.

Witness:

Accepted for and on behalf of the

1.

Signature of -----

2.

(Designation with Name & Seal)