BID DOCUMENT

OPEN TENDER FOR HEAVY DUTY PRINTING TELEPHONE BILLS AND AUTOMATION OF POST PRINTING OPERATIONS OF BELLARY TELECOM DISTRICT



BHARAT SANCHAR NIGAM LIMITED (A Government of India Enterprise) Office of the General Manager Telecom, Bellary – 583 101.



BID DOCUMENT

OPEN TENDER FOR HEAVY DUTY PRINTING SOLUTIONS FOR PRINTING TELEPHONE BILLS & AUTOMATION OF POST PRINTING OPERATIONS OF BELLARY TELECOM DISTRICT

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| TENDER FORM NO | : |
|----------------------|---|
| TENDER FORM FEE | : |
| PAID VIDE RECEIPT NO | · |
| DATED | |
| ISSUED TO | |
| | |

Asst. General Manager (Plg) O/o. G.M.Telecom, B.S.N.L., Bellary – 583 101.

Passport Size Photograph of the tenderer / authorised Signatory hold power of Attorney

TENDERER'S PROFILE

General:

- 1. Name of the Tenderer / Firm
- 2. Name of the person submitting the tender whose photograph is affixed:

:

Shri / Smt.

(In case of Proprietary/Partnership firms, the tender has to be signed by Proprietor/Partner only, as the case may be)

- 3. Address of the tenderer/firm :
- 4. Telegraphic Address :
- 5. Tel No. (with STD Code) : (Office)(Fax).....(Res).....

6. Registration & incorporation particulars of the firm:

- (i) Proprietorship
- (ii) Partnership
- (iii) Private Limited
- (iv) Public Limited

(Please attach attested copies of documents of registration / incorporation of your firm with the competent authority as required by business law)

7. Name of Proprietor/Partners/Directors:

.....

I/We hereby declare that the information furnished above is true and correct.

Signature of Tenderer / Authorised Signatory:

Name of the Tenderer:

(Seal of the Tenderer)

Place: Date:

BHARAT SANCHAR NIGAM LIMITED

(A Government of India Enterprise) Office of the General Manager Telecom, Bellary – 583 101

No.PLG/13-33/TDR/OS TB/09-10/2 Dated @ Bellary, the 13-5-2009

TENDER DOCUMENT

Sub: Open Tender for Heavy Duty Printing Solutions for printing Telephone Bills & automation of Post Printing Operations Of Bellary Telecom District, Bellary.

- Sealed tenders are invited by the General Manager Telecom Bellary on behalf of the C M D, BSNL from Reputed Service Bureau Organizations (SBOs) for printing Telephone Bills in multi colour (three colours) using preprinted stationery & using Advanced Laser/Electro photography Printing Solutions. Specification details are in Annexure-I.
- 2. Terms and conditions are specified in Annexure-II.
- 3. The cost of the tender form <u>is Rs.575/-</u> {Rs.500/- + ST at 13% + 10% on ST as Road Cess + 5% on ST as Infrastructures Cess (Total : Rs.500/-+65/-+6.5+3.25 = Rs.574.75), say 575/-} and the said amount may be paid at the cash counter, O/o GMT, Bellary, by cash or DD drawn in favour of BSNL Bellary
- 4. Tender form can either be had from Planning Section, O/o GMT, Bellary on production receipt for Rs.575/-. or can be downloaded from Website <u>www.karnataka.bsnl.co.in</u> in such cases the cost of tender form Rs. 575/- should be in the form of Demand Draft drawn in favor of BSNL Bellary Payable at Bellary. In case of non remittance of cost of tender form tender document will be summarily rejected.
- 5. Tender should be accompanied with <u>EMD of Rs. 50,000</u> in the form of demand draft drawn in favour of BSNL, Bellary payable at Bellary,
- 6. Tenders should be submitted in two envelopes placed inside a main cover. The first envelop should contain Qualifying Bid i.e., EMD in the form of DD, tender

document duly signed, other certificates/documents as per Annexure III, DD towards cost of tender form in case the tender form is down loaded from web site. The second envelope should contain Financial Bid (Rates duly quoted by the tenderer in the prescribed format). On all these envelopes the name of the firm, Qualifying Bid or Financial Bid must be clearly mentioned and should be properly sealed with sealing wax /pvc tape. The main cover should be super scribed as **"TENDER FOR HEAVY DUTY PRINTING SOLUTIONS"** and addressed to Shri. Rajakumar.L.Asangi A.G.M.(Plg), O/o General Manager Telecom, Bellary Telecom District, Bellary.

- Tenders will be accepted upto <u>14 00 Hours of 2-6-2009</u> Tenders received either late or without seal are liable for rejection. Tenders will be opened on the same day at 15:00 Hours in the presence of the tenderers or their representatives who may be present at the time of opening of tenders.
- 8. Tenderers shall also furnish a declaration as per Technical Bid, accepting the terms and conditions of the department set forth in the tender as per Annexure II.
- 9. Clarifications regarding the technical specification etc may be had from the Sr Accounts Officer (TR_Billing), O/o GMT, Bellary.
- 10. The General Manager, Bellary Telecom District Bellary reserves the right to reject any or all tenders without assigning any reason whatsoever.
- 11. Sale of tender documents : Between 10 00 hrs to 16 00 hrs from 18-5-09 to 1-6-2009 (on all working days)
- 12. Time and last date of submission of bid: up to 14 00 Hours 2-6-2009
- 13. Date and time of Opening the Tender: at 1500 Hours on 2-6-2009

or

Next working day in case of unforeseen closure of the office in the presence of such of those tenderers or their agents as may choose to attend.

Assistant General Manager (Plg) O/o. G.M.Telecom, Bellary – 583 101 Tele.no: 08392 232300 FAX NO: 08392 276900 Encl: 1. Annexure – I: Technical Specifications

- 2. Annexure- II : Terms and condition (Technical & General).
- 3. Annexure III : Technical Bid
- 4. Annexure IV : Financial Bid :

Copy to: 1. The Accounts Officer (cash) o/o GMT Bellary

2. The C.G.M Telecom,Karnataka Circle Bangalore

<u>ANNEXURE – I.</u>

TECHNICAL SPECIFICATION.

- 1. The process of printing shall be of the kind that supports variable data and variable font-size, two-up printing etc. and shall be of laser / electro photography technology based. The printer resolution has to be minimum of 300 X 300 DPI.
- 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.
- 3. The printing technology shall be of the capability for advanced print languages such as IPDS, POSTSCRIPT and PCL. Preprinted stationary should be used for printing of the Bill
- 4. The printing of logos, photographs (Black & While 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, preprinted stationery of 3 colors shall be supported. Further stitching (stapling) of printed pages shall also be available as an option.
- 5. The print-layout of the bills will be designed as per the direction of BSNL Bellary 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 Bellary 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 Bellary T D and their consultant.
- 6. There should be flexibility in the print-layout to include optional messages either selectively or for all bills of a cycle.
- 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 throughput the printing system to ensure timely dispatch of bills.

- 8. The PRINTED BILLS after attending to post print operation as at SI 7 should be handed over to A O (TR Billing) duly folding, stapling and sorting on third day from the date of intimation or collecting the cartridge/floppy. It is the responsibility of the SBO to collect the cartridge/floppy, 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 (kindly see sl f) ANNEXURE II
- **9.** 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
- **10.** Attachments in the form of News/bulletins/Communication if any given by BSNL should be sent along with the bill without any extra cost.

<u>ANNEXURE – II</u>

I. <u>Technical terms, conditions and requirements</u>:

- a. The scope of the tender is to provide offsite print and post print operations service to Bellary Telecom District (BL TD) for printing of Telephone bills and for post-print operations on a continuous basis for period of 3 years.
- b. The preprinted stationery (paper) used for printing shall be minimum of 80 GSM and good quality and prior approval for the same shall be taken from Bellary. TD. The Bellary TD requirement for such service is cyclic in nature. The approximate load per month is 57,000 Bill Forms (approximately and as per billing schedules indicated below) A4 print images. Viz 57,000 this load is based on the Bellary TD network size of 0.60 Lakh Customers at present. The growth plan of Bellary TD is expected of an increase of 8,000 lines per annum. The SBO should be capable of handling the increased print load without affecting the print /billing schedule irrespective of the actual increase
 - a) Local_PT/STD PT bill dt. 5 th of the month 6000 numbers
 - b) Regular bill bill dt. 7th of the month 50000 numbers

The SBO shall provide fool – proof and transparent arrangement in the system to ensure that all the data supplied by BL 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 the prior approval of nominated Officer of the Bellary TD. This point is of utmost importance since payment to the SBO's monthly claims for the service rendered to BL TD is based on the reading in the counter and fool- proof and transparent arrangement shall be made by the SBO to the full satisfaction of BL TD.

- c. The SBO shall provide documentary proof of experience in providing similar services
- d. 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 Bellary TD puts-forth such demand, free of cost. However, such demand from Bellary TD for changes shall not be more than 4 (four) per year. This does not include changes required for inclusion of commercial advertisements as per clause (g) below at short notice of 3-4 days for every billing cycle.

- e. The responsibility for procuring/stocking the necessary preprinted 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 ads at appropriate slot at short notice for every billing cycle and such changes required are to be done free of cost.
- f. BL TD shall provide the data cartridge/floppy containing the OUTPUT FILE for generation of print images, as per different billing schedules as shown at (b) above One day advance intimation will be given to SBO to collect the cartridge/floppy 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 days. Thus intervening holidays/week-ends shall not effect the operations.
- g. The term of the contract is for a period of 3 years. BL TD can terminate the contract by serving a notice of 6 months. 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 BL TD. Any violation of the confidentiality clause may result in instant termination of the contract and the SBO shall pay liquidated damages of Rs.5,00,000/- to BL TD and the latter shall reserve the right to black-list the SBO on All India Basis. The successful bidder should enter into agreement to this effect.
- Successful SBO shall also be under obligation to extend similar services to BL TD at the same agreed rate for any other adhoc / non-cyclic requirement of

BL TD on priority basis, as and when such requirement arise and such request is made by BL TD to SBO. The print-image / page-layout shall be developed by the SBO free of cost on 2 occasions in a calendar month.

II. General & Commercial Terms and Conditions :

- a) Cost of the tender Document: Cost of the tender document is Rs.575/- The said amount may be paid at the cash counter, O/o GMT, Bellary by cash or DD
- b) The Tender Document may be had from planning Section, O/o GMT, Bellary on production of the receipt for Rs575/-
- c) Any clarification regarding technical or others may be had from the Sr. Accounts Officer (TR-Billing), O/o GMT Bellary.
- d) Earnest Money Deposit :

EMD of Rs.50,000/= in the form of Demand Draft drawn on any Nationlised Bank , in favour of BSNL, Bellary T D, should accompany the Tender Offer. Offers without the EMD or the EMD not in the form mentioned above, will not be considered

The EMD of the unsuccessful tenderer shall be refunded after final acceptance of the tender and within a reasonable time not exceeding six months from the date of opening the tender. In the intervening period the EMD will not carry any interest.

The EMD will be forfeited if the tenderer withdraws the offer before finalisation of the tender. The EMD of the successful tenderer will also be forfeited if the tenderer fails to provide the performance Guarantee / Security Deposit when required to do so within the stipulated time.

The EMD of the successful tenderer will be refunded after three months from the date of completion of the tender contract period and after obtaining NOC from the concerned unit..

e) Security Deposit :

The successful tenderer shall provide a performance guarantee of Rs.2,50,000/as Security Deposit in the form of Bank Guarantee or by a Demand Draft payable to Accounts officer (cash) BSNL Bellary T D. The security deposit carries no interest & refundable only after termination / successful completion of the contract awarded to SBO. The Bank Guarantee shall cover for full contract period.

f) Evaluation of tender: Qualifying bids will be evaluated first to determine whether they are complete, whether required documents / EMD have been furnished and whether the documents have been properly signed. The qualifying bid which conforms to all the terms and conditions of the bid document without deviations will be considered as responsive. The bids which are non responsive will be summarily rejected. Financial bids of those bidders whose qualifying bids are responsive only will be evaluated. Financial bids of non responsive bid will returned un opened

The evaluation and comparison of Financial bids shall be on the rates quoted by the bidder. L1 will be decided on the lowest rate quoted by the bidder.

g) Payment to the SBO:

SBO shall arrange to submit its claims on monthly basis. The bills in triplicate pre-receipted shall be preferred by the SBO to AO (TR Billing) or any other officer nominated by General Manager, BL TD, Bellary by 5th of every month for the services rendered in the preceding calendar month.

h) Tender Acceptance and Rejection:-

General Manager Telecom, BL T D, Bellary reserves the right either to accept or to reject any part or whole of the tender without assigning any reason whatsoever.

Letter of Intent will be issued to the successful SBO after evaluation of the tender. The firm work order will be issued after the SBO deposits the Security Deposit ' Performance Guarantee within the stipulated period. The SBO shall start rendering the service to BL TD within 20 days from the date of firm work order.

i) PENALTY

a) If the successful SBO, on being intimated about acceptance of his tender fails to execute the agreement duly paying the additional Security Deposit within seven days from the date of receipt of such intimation, his EMD shall be liable for forfeiture

b) 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.

c) Penalty for delay in making over the printed bills will be levied at the rate 1% of the charges for that particular Job, for each day of delay subject to maximum of 3 days ,besides considering forfeiture of SD as per clause d) below

d) Security Deposit / Performance Guarantee will be forfeited for unsatisfactory service to BL TD after allowing reasonable chance to SBO to set right the service deficiencies to the full satisfaction of the BL TD.

j) In-Come Tax Clearance :

Attested copy of the latest Income Tax /return filed (The original of which may have to be produced by the successful SBO before the issue of the firm work order).

k) FORCE MAJEURE CLAUSE

- 1) If at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract be prevented or delayed by reason of:
 - # Any War or Hostility
 - # Acts of Public enemy, civil commotion, sabotage, explosions
 - # Effect of flood, epidemics, quarantine restrictions, freight embargoes.
 - # General strikes, Bandhs
 - # Acts of God.

Hereinafter referred to as EVENT, neither party shall, by reason of such EVENT, be entitled to terminate this Contract, nor shall any party have any

claim to the damages against the other in respect of such non-performance or delay in performance, provided that notices of happening of any such EVENT is given by either party to the other within 7 days (seven days) from the date of occurrence of the event.

- 2) If a force MAJEURE EVENT occurs, the SBO shall promptly notify BL TD in writing of such conditions and the case thereof. Unless otherwise directed by the purchaser in writing, the SBO shall continue to perform its obligations under the contract as far as reasonably practicable and shall seek all reasonable alternative means for performance not prevented by the Force Major EVENT.
- 3) Expected work and deliveries under this contract shall resume as soon as practicable after such EVENT comes to an end or ceases to exist. The decision of the General Manager Telecom, BL T D, Bellary as to whether the situation has become normal or not, shall be final and conclusive.
- 4) 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 of 60 (sixty) days, either party may, at their option, terminate this Contract.

h) FINANCIAL QUOTE:

The quote shall be as per Annexure IV, enclosed, for the following items.

 Laser printing on 3 colour preprinted A4 size- 80 GSM paper including cost of paper preprinted on both the side and laser printing of variable data on one side, Cost for each page insertion of news-letters/communications bulletins and Cost for folding and stapling each bill.

The rates quoted shall be basic cost plus taxes excluding service tax, service tax payable if applicable separately

i) In the event of machinery failure, the SBO shall make alternate arrangement at their own cost and ensure that the schedules are not getting affected by not more than 8 Hrs beyond the stipulated period. BL TD shall not bear such expenses incurred by the SBO in all such eventualities. In the event of the SBO not able to extend the service even after expiry of the 8 hours beyond schedule time, a liquidated damage equal to the amount spent by BL TD to get the work done through other sources, is payable by the SBO to BL TD.

ARBITRATION

In the event of any question, dispute, or difference arising under this agreement or in connection therewith except as to the matter the decision of which is specifically provided under the agreement. The same shall be referred to the sole arbitrator of the Chief General Manager, Telecom, BSNL Karnataka Telecom Circle Bangalore or any officer designated by him and the decision of which will be final and binding on both the parties. The agreement to appoint the arbitrator will be in accordance with **Arbitration and conciliation Act 1996**

ANNEXURE - III

TECHNICAL BID

List of Documents to be submitted along with Tender :

- 1. Printing systems solution offered : Technical Details ... Proof to be attached
- 2. Attested copy of the latest Income Tax Clearance Certificate Proof to be attached
- 3. Attested copy of the Power of Attorney, if any. Proof to be attached
- 4. Attested copy of the Partnership deeds / Memorandum of understanding, if any.
- Money Receipt for having paid the EMD or DD issued in favour of BSNL Account, Bellary Telecom District, Bellary for Rs.50,000
- 6. Profile of the Tenderer.
- Credentials regarding experience in carrying out similar service to other PSU / Corporate Sector / Govt. Depts. / Telecom Companies.Proof to be attached
- 8. List of Important Customer with documentary proof. Proof to be attached

AGREEMENT

This deed of agreement made on this day of 200 between General Manager Telecom Bellary -583101 on behalf of **Bharat Sanchar Nigam Ltd** (hereinafter referred to as BL TD) which expression shall unless be excluded by or repugnant to context include his successors and assignees or any other officer nominated by the General Manager Telecom Bellary of the first part

And

..... (herein after referred to as "SBO" (Service Bureau Organisation") which expression shall wherever the context so admits, include their successors and assignees also of the second part.

WHEREAS BLTD is desirous of hiring the services of SBO for Heavy Duty printing operations for printing of telephone bills and for Automation of post printing operations for BLTD on the terms and conditions as per the tender notification:

AND whereas the SBO has agreed to tender the said services to BLTD at the rates quoted by the SBO as per bid dtd and negotiation/discussion held on

<u>1. Scope of the Agreement</u>

1.01 This agreement shall continue to be in force for a term of 3 (Three)years from the date of its execution and shall stand terminated after the said period of 3 (Three) years

It is agreed that even during the term of the Agreement, BLTD can terminate the agreement by serving a written notice of 6 (six) months to SBO (and SBO can terminate the agreement by serving a written notice of 8 (Eight) months to BLTD)

- 1.02 The BLTD requirement for such service is cyclic in nature. The approximate load per month varies between print images. This load is divided into different billing groups with issue dates falling on of every month. This load is based on the present BLTD network size of customers. The growth plan of BLTD envisages an increase of lines per annum. The SBO should be capable of handling the increased print load without affecting the print-window timings as mentioned in clause 1.05 below.
- 1.03 BLTD shall provide the date cartridge 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 1.04 below mentioned at any cost. Thus, intervening holidays/week ends shall not affect the operations.
- 1.04 The Print-window shall be less than hours for printing """""""" print images per billing cycle. The print –window of hours shall mean that at the end of hours the entire job of printing the images should be completed. That is, the work shall be carried out continuously non-stop. At present there are one billing cycle per month for regular customers of BLTD, two for STD PT operator, one for local PT and one for VPT. The print –window time reckoning starts from the time the data/cartridge is made available to the SBO by BLTD. The numbers of billing cycles are subject to

increase/decrease as per the demands of the network management and SBO shall comply with such needs.

- 1.05 The software for designing the print-image format shall be developed by SBO free of cost. The SBO is also responsible for making the necessary changes to the software needed, to accommodate any changes to the print-image format as and when BLTD puts forth such demand free of cost. However, such demand from BLTD for changes shall not be more than 4 per year. This does not include changes required for inclusion of commercial advertisements as per clause 1.06 below at short notice of 3 to 4 days for every billing cycle.
- 1.06 BLTD shall solicit 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, SBO shall provide facility to scan/edit reduce / enlarge the advertisement material suitably and readjust print format layout to suitably insert the commercial ads at appropriate slot at short notice for every billing cycle and such changes required are to be done free of cost.
- 1.07 The responsibility for procuring / stocking the necessary stationery shall be with SBO. The specifications for the type ,size and quality of the stationery required for automated handing by the SBO's, machinery should be discussed and mutually agreed to before SBO makes such procurement. The paper for printing shall be of minimum of 80 GSM of all size.
- 1.08 The SBO shall be under obligation to extend similar services to BLTD at the same rates as tabulated under clause 2.03, for any other adhoc /non-cyclic requirement of BLTD on priority basis as and when such requirement arise and such request is made by BLTD to SBO. Cost of creating layouts and software resources for non -bill printing jobs can be mutually discussed and agreed upon.

2. <u>Transparency in carrying out jobs</u>:

- 2.01 The SBO shall provide foolproof and transparent arrangement in the system to ensure that all the data supplied by BLTD is printed. The counter for number of print, images created by the system is also software / system controlled and counter initialization shall not be possible / permissible by the SBO's personnel without the prior approval of the nominated officer of the BLTD. This point is of utmost importance since payment to the SBO's monthly claims for the service rendered to BLTD is based on the reading in the counter and Fool-proof and transparent arrangement shall be made by the SBO to the full satisfaction of BLTD
- **2.02** The SBO maintain full confidentiality of the data supplied for creating print images. Under no circumstances, the SBO shall divulge / reveal / share such date for the purpose other than for creating print images for BLTD. Any violation of this confidentiality clause may result in instant termination of the contract and SBO shall pay liquidated damages of Rs.10,00,000 (Ten lakhs rupees only) to BLTD and BLTD shall reserve the right to blacklist the SBO, on all India basis.

| S.NO | Name tenderer | of | the | Particulars | Basic cost in Figures and | figures and |
|------|------------------|----|-----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------|-------------|
| 1 | | | | Laser printing on 3 colour preprinted A4 size 80 GSM paper including cost of paper and preprinted on both the side and laser printing of variable data on one side including bill folding ,stapling and sorting one bill | words | words |

| 2.03 The rates for the service rendered by the SE | BO shall be as following |
|---------------------------------------------------|--------------------------|
| 2.04 | |

- 3. Forfeiture of Security Deposit / Performance Guarantee:
- 3.01 Bank Guarantee towards security deposit for Rs.2,50000/- furnished by the SBO vide NO can be forfeited for unsatisfactory service to BLTD after allowing reasonable chance to SBO to set right the service deficiencies to the full satisfaction of the BLTD. In addition, BLTD shall also penalize the SBO 1% of monthly service charges payable to SBO for every 24 hours delay in completing the printing / post printing jobs beyond the print-window timings of hours. For this purpose the date and time of handing over the data to SBO shall be reckoning time. However this penalty can be waived by BLTD under exceptional cases.
- 3.02 In the event of machinery failure, the SBO shall make alternate arrangement at their own cost and ensure that the schedules and print-window timings are not getting affected by not more than 8 hours beyond the stipulated print window timings. BLTD shall not bear such expense incurred by the SBO in all such eventualities. In the event of the SBO not able to extend the service even after expiry of the 48 hours beyond print-window timings, a liquidated damage equal to the amount spent be BLTD to get the work done through other sources, is payable by the SBO to BLTD.
- 3.03 In all such eventualities leading to the delay and the SBO able to maintain the printwindow timing of 60 hours, the decision of BLTD shall be final and binding on the SBO

<u>4. Specifications of the printer type:</u>

- 4.01. Docuprint Highlight colour Laser Printing Systems with a minimum of 92 PPM of combined throughput of A4 size stationery with Duplex printing;
- 4.02 The printing technology shall be of the capability for advanced print languages such as IPDS, PostScript & PCL. Two colour printing is required. (Black and Shades of black and any other colour and shades of that colour.
- 4.03 The printing of logos, Photographs (Black and white or any other colour and shades of that colour) barcodes signatures and Indian Languages scripts etc. should be possible
- 4.04 The print –layout of the bills will be designed in consultation with the software group of BLTD and there should be enough flexibility to change the print layout and details at

short notice of 3-4 days as per the needs of the BLTD. 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 BLTD and their consultant.

4.05 There should be flexibility in the print-layout to include optional messages either selectively or for all bills of cycle.

5. Payment to SBO

- 5.01 SBO shall arrange to submit its claims on monthly basis The bills in triplicate duly prereceipted shall be preferred by the SBO to A.O (Billing) or any other officer nominated by General Manager, BLTD by 5th of every month for the services rendered in the preceding calendar month. Payment shall be made to SBO within 15 days of submission of bills
- 5.02 Such charges are exclusive of all local/state/central taxes, rates levies and cess, which the BLTD agrees to pay separately according to the rates applicable, if any from time to time.

6. Force Majeure Clause:

6.01 If at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract be prevented or delayed by reason of:

Any war or hostility

Acts of public enemy, civil commotion, sabotage, explosions

Effects of flood, epidemics, quarantine, restrictions, freight embargoes

General strikes, bandhs, Acts of God

- 6.02 Hereinafter referred to as EVENT, neither party shall, by reason of such EVENT, be entitled to terminate this contract, nor shall any party have any claim to the damages against the other in respect of such non-performance or delay in performance, provided that notice of happenings of any such EVENT is given by either party to the other within 7 (seven) days from the date of occurrence of the EVENT.
- 6.03 If a Force Majeure events occurs, the SBO shall promptly notify BLTD in writing of such conditions and the case thereof. Unless otherwise directed by the BLTD in writing, the SBO shall seek all reasonable alternative means for performance not prevented by the Force Majeure EVENT
- 6.04 Expected work and deliveries under this contract shall resume as soon as practicable after such EVENT comes to an end or ceases to exist. The decision of the General Manager Telecom Bellary as to whether the situation has become normal or not shall be final and conclusive.

- 6.05 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 (Sixty) days, either party may, at his option, terminate this contract.
- 7. All other Technical, commercial and operational terms and conditions, which are part on the original Tender Document shall form part of this agreement.
- 8. In all matters, as above, the decision of The General Manager Telecom Bellary shall be final and conclusive.
- 9. Arbitration clause:

In the event of any question, dispute or difference arising under this agreement or in connection therewith except matters of decision, which is specifically under this agreement the same shall be referred to arbitration of a Sole Arbitrator, to be appointed by mutual agreement. The agreement to appoint an arbitrator will be in accordance with in Arbitration and conciliation Act 1996. The venue of the arbitration shall be Bellary or at such other place as the Sole Arbitrator may fix in his discretion and the language of arbitration shall be English. The decision of the Sole Arbitrator shall be final and binding on the parties. The arbitration shall be conducted in accordance with the Arbitration and conciliation Act, 1996 or any amendments thereof.

10. In case of any dispute between the parties regarding any issue the dispute shall be settled within the jurisdictional limits of courts of Bellary only

In witness whereof A.G.M (Planning) for on behalf of Bharat Sanchar Nigam Ltd and signed these presents on the day and year, first above written.

Signed by

Signed by

On behalf of

Bharat Sanchar Nigam Ltd

And on behalf of

Bellary Telecom District

Witness 1

Witness 2

ANNEXURE - IV.

FINANCIAL BID

| S. No. | Particulars | Basic Cost in Figures and words | Taxes in Figures and words |
|-----------|----------------------------------|------------------------------------|-------------------------------|
| 1 | Laser printing on 3 colour | | |
| | preprinted A4 size 80 GSM | | |
| | paper including cost of paper | | |
| | and preprinted on both the | | |
| | side and laser printing of | | |
| | variable data on one side | | |
| | including bill folding, Stapling | | |
| | and sorting one bill. | | |

In case of any discrepancy between the amount quoted in figures and words, the amount quoted in words will be taken for consideration.

SIGNATURE OF THE TENDERER WITH SEAL

DATE : PLACE