

BHARAT SANCHAR NIGAM LIMITED
(A Govt. of India Enterprise)
O/o PGM TELECOM MANGALORE-575001,

Tender Document for Printing, Binding and Supply of
English Telephone Directories in respect of D.K Telecom
District & Directories on CD ROM

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The Tender document can be downloaded from the Website, <http://tenders.gov.in>
However the cost of the Tender document Rs.563/- is to be submitted along with the Tender
in cash at cash counter of Accounts Officer (Cash), O/o PGM Telecom, DK TD, Telecom House,
Mangalore-575001 or DD drawn in favour of 'BSNL A/C DK TD Mangalore-575001'.
payable at Mangalore.

The last date for Sale of Tender form is **upto 26.10.2009 -15.00 hrs,**
Last date and time for submission of tender is **upto 27.10.2009 -14.00 hrs**

BHARAT SANCHAR NIGAM LIMITED
(A Govt. of India Enterprise)
O/o PGM Telecom,DK TD,Mangalore.

NOTICE INVITING TENDER

No. : DIR / Tender-2010/2009-2010/VOL-II/ 4 dated 22.09.2009

Principal General Manager Telecom District Mangalore on behalf of the BSNL invites Wax/Tape Sealed Tenders from experienced printers and publishers for Printing, Binding & supply of one issue of Main and two issues of Supplementary Telephone Directories each with yellow pages of D.K Telecom District and CD ROM of DK SSA commencing from year 2010-11 *in English*. The first issue will be Main Directory and rest two will be Supplementary Directories. The complete job work includes procurement of paper of approved quality, printing, binding and supplying of 1.5 Lakhs English copies and 2,500 CD ROMs for 1st and 2nd half year (CD ROMs are to be in respect of entire DK SSA), for 2010-11, 2011-12 and 2012-13. The exact number of directories for first and subsequent issues will be communicated by PGMT, DK TD two months prior to the publication of directory depending upon the working connections. The directories will be printed on 3 column pattern as defined in the terms and conditions.

Name of work	Last date and time for sale Of Tender form	Last date and time for Submission of Tender	Due date and time for opening Techno CommI Tender	EMD/Bid Security	Cost of Tender form (non-refundable)
(1)	(2)	(3)	(4)	(5)	(6)
Printing of directory with yellow pages in English	15.00 hrs 26.10.2009	14.00 hrs 27.10.2009	15.00 hrs 27.10.2009	Rs. 2 Lakhs	Rs.500+63

TERMS AND CONDITIONS

- (i) *Eligibility : The bidder should have printed at least one Main issue of telephone directory (with yellow pages) of 1.5 lacs copies in a year (not earlier than 2004-05) **OR** Should have done printing work of at least Rs.1 Crore in a period of last two years (i.e, 2007-08 and 2008-09) in BSNL/MTNL for which a certificate issued by not less than a JAG level officer needs to be attached with the Bid document..*
- (ii) *The tender forms containing full details of terms & conditions can be obtained from AGM (Computer) O/O PGMT DK TD, on any working day as per Column No. 2 The tender details are also available at our website, <http://tenders.gov.in>.Tender document downloaded from the website may also be used for bidding purpose. In that case, Tender Document Cost by way of DD, obtained from any Scheduled Bank drawn in favour BSNL DKTD Payable at Mangalore should be enclosed along with the techno-commercial bid without which the bid document will not be valid*
- (iii) *EMD may be in form of DD or Bank Guarantee in favour BSNL DKTD. The bids without the EMD will not be considered*
- (iv) *The Principal General Manager Telecom District. DK TD reserves the right to accept or reject any or all the tenders without assigning any reason.*

AGM (Computer),
o/o the PGM, Telecom
DKTelecom District
Telecom House,5th Floor,
Telecom House Road, Mangalore-5750001

BHARAT SANCHAR NIGAM LIMITED
(A Govt. of India Enterprise)
O/o PGM Telecom,DK TD,Mangalore.

No. : DIR / Tender-2010/2009-2010/ VOL-II/ 3 **dated 22.09.2009**

Sub: Printing, Binding & supply of one issue of Main and two issues of Supplementary Telephone Directories each with yellow pages of DK Telecom District and also CD ROM of DK SSA, commencing from year 2010-11 in English.

1. GENERAL

(i) The '**Contract**' means the document forming the tender and acceptance thereof and the formal agreement executed between the PGMT DK TD,BSNL, Mangalore and the Contractor(s) together with the documents referred to therein including these conditions, the specifications and instructions issued from time to time by the PGM DK TD Mangalore or any of his officers assigned by him and all these documents taken together shall be deemed to form one contract and shall be complementary to one another.

(ii) In the contract the following expressions shall, unless where the context otherwise requires, have the meanings hereby respectively assigned to them :

a) The 'Contractor' shall mean the individual or firm, Company, whether incorporated or not, undertaking the works and shall include the legal personal representatives of such individual or the persons composing such firm or company, or the successors of such firm or company and the permitted assigns of such individual or firm or firms of company.

b) The 'BSNL' means the Bharat Sanchar Nigam Limited.

c) PGM DKTD Mangalore means Principal General Manager ,D.KTelecom District, Mangalore or any of his successor.

d) The "DKTD" means Dakshina Kannada Telecom District

e) 'SSA' means Secondary Switching Area

(iii) Sealed tenders are invited in two parts: (i) Techno-commercial bid and (ii) Finance bid by the PGM DK TD Mangalore on behalf of the BSNL, for Printing, Binding & supply of one issue of Main and two issues of Supplementary Telephone Directories each with yellow pages of DK Telecom District and also CD ROM of DK SSA commencing from year 2010-11 in English. Details are given under specifications "General Terms & Conditions' attached herewith (Annexure 'A' & Annexure 'B').

1.1a.The bidder should have printed at least one Main issue of telephone directory (with yellow pages) of 1.5 lacs copies in a year (not earlier than 2004-05) **OR** should have done printing work of at least Rs.1 Crore in a period of last two years (i.e, 2007-08 and 2008-09) in BSNL/MTNL for which a certificate issued by not less than a JAG level officer needs to be attached with the bid document.

1.1b The offer should be sent to Sri U.Seetharam Bhat, AGM (Computer), o/o the PGM Telecom, DK Telecom District, Telecom House, 5th Floor, Telecom House Road, Mangalore-575001. The sealed cover containing the offer may be dropped in the Tender Box kept at the O/o AGM (Computer), o/o the PGM Telecom, DK Telecom District, Telecom House, 5th Floor, Telecom House Road, Mangalore-575001 or sent by registered post (acknowledgment due) provided that the same is received/ delivered at the above office prior to the last date & time of submission mentioned in NIT. Offers received after the said stipulated time period will not be eligible for consideration. The eligible tenders will be opened at 15.00 hrs on the same day in the presence of Tenderers or duly authorized representatives of parties whose tenders have been received in time. The responsibility for ensuring that the tenders are delivered in time would vest with the bidder.

1.2 PGM DKTD , Mangalore reserves the right to reject any or all tenders without assigning any reason and to call for submission of fresh tenders and on such terms as it may determine in its discretion.

1.3 PGM DKTD , Mangalore shall not be obliged to accept any tender based only on the highest offer of royalty or lowest quotation but reserves the right to accept a tender bearing in mind the value of bid, the credibility of the party and its ability to execute the work in accordance with BSNL's specifications and standards and within the stipulated time period. PGM DKTD , Mangalore therefore, shall not be obliged to give reason justifying either the rejection or the acceptance of any tender.

1.4 (i) The submission of a tender shall be taken to signify the acceptance of the stipulated terms and conditions.

(ii) The bidder should give a certificate that none of his / her near relative is working in the units as defined below where he is going to apply for the tender. In case of proprietorship firm certificate will be given by the proprietor. For partnership firm certificate will be given by all the partners and in case of limited company by all the Directors of the company excluding Government of India / Financial institution nominees and independent non-Official part time Directors appointed by Govt. of India or the Governor of the State. Due to any breach of these conditions by the company or firm or any other person the tender will be cancelled and Bid Security will be forfeited at any stage whenever it is noticed and BSNL will not pay any damage to the company or firm or the concerned person.

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

The near relatives for this purpose are defined as:-

- (a) Members of a Hindu undivided family.
- (b) They are husband and wife.

The one is related to the other in the manner as father, mother, son(s) & Son's wife (daughter in law), Daughter(s) and daughter's husband (son in law), brother(s) and brother's wife, sister(s) and sister's husband (brother in law).

The format of the certificate to be given is "I.....s/o..... r/o..... hereby certify that none of my relative(s) as defined in the tender document is/are employed in BSNL unit as per details given in tender document. In case at any stage, it is found that the information given by me is false/incorrect, BSNL shall have the absolute right to take any action as deemed fit/without any prior intimation to me."

Bid Security :

1.5.1 - The bidder shall furnish, as part of his bid, a bid security for an amount as mentioned in NIT (For details of returns/ adjustments/forfeiting, please refer to clause 1.5.5, 1.5.6 and 1.5.7 below).

1.5.2 - The bid security is required to protect the Purchaser against the risk of bidder's conduct, which would warrant the security's forfeiture pursuant to clause 1.5.7.

1.5.3 - The bid security shall be in one of the following forms:

- Demand Draft / Pay order obtained from any scheduled bank drawn in favour of PGM DKTD , Mangalore payable at Mangalore.

OR

- **Bank Guarantee in Annexure 'F' obtained from any Scheduled Bank in favour of PGM DKTD , Mangalore for a period of 180 days from the date of opening of the (techno commercial) tender**

1.5.4 - A bid not secured in accordance with para 1.5.1 and 1.5.3 shall be rejected by PGM DKTD , Mangalore as non-responsive.

1.5.5 - The bid security of the unsuccessful bidder will be discharged/returned as promptly as possible, but not later than 30 days after final acceptance of offer or expiry of the Bid-validity.

1.5.6 - The successful bidder's bid security will be discharged upon the bidder's acceptance of the Letter of Intent (LOI) satisfactorily and furnishing the performance security. (In case of successful bidders, the bid security shall be retained by BSNL Mangalore till the fulfillment of bid conditions and will be discharged after submission of performance security only).

1.5.7 - The bid security may be forfeited:

- a) If a bidder withdraws his bid during the period of validity specified by the bidder on the Bid form or
- b) In the case of a successful bidder, if the bidder fails to sign the contract and furnish performance security & other securities within the stipulated period of 21 days.

1.6 An acceptable tender shall, in the first instance, be provisionally accepted and final acceptance shall be subject to the party furnishing bank guarantees as specified here under within 21 days of issue of acceptance letter from BSNL, Mangalore

1.6.1. An agreement on stamp paper of proper value will be executed incorporating the terms and conditions of the tender including payment of royalty, security deposit for each issue.

Performance Bank Guarantee:

1.6.2. A Performance bank guarantee of Rs 10Lakh will have to be given for Zero Royalty and Positive Royalty. In case of Negative Royalty , Performance Bank Guarantee of Rs.10 Lakh or value equal to 10% of the estimated cost of the printing of the directory whichever is higher after acceptance of the tender has to be given . The validity of the Performance Bank Guarantee shall be upto 210 days beyond the period of contract to secure the performance of party's obligations for printing and supply of One issue of Main Directory for first year and two supplementary directories during 2nd, 3rd year and also CD ROM of DK SSA commencing from year 2010-11 shall be provided by the successful tenderer.

1.6.3. Bid security bond for EMD as stated in para 1.5.1/1.5.3 & Performance Bank guarantee as given in 1.6.2 respectively shall be from any Scheduled Bank. The said guarantee should be irrevocable, unconditional and submitted strictly in prescribed format as given in the tender.

1.6.4. In the event of guarantees of full value not being submitted within the stipulated period, the provisional acceptance will stand automatically cancelled without any further reference or notice unless time is extended to in writing by the PGM DKTD, Mangalore, as the case may be, pursuant to a request received from the contractor prior to the expiry of the period disclosing sufficient reason for grant of further time. Guarantees for performance (Refer to para 1.6.2 above) shall be released, duly cancelled, after completion of distribution of all the three issues of Directories for every year without delay or default and after receipt by BSNL, Mangalore its dues/royalty for all three issues and completion of supply of all three issues of English Directories and Directories on CDROM of DK SSA.

Bid Validity:

1.7 The offers submitted shall remain irrevocable and open for acceptance for a period of 150 days from the date of opening of tenders (techno-commercial). If any bidder withdraws its offer prior to the said period, BSNL, Mangalore shall, without prejudice to any other remedy available to it under the law, be entitled to forfeit the Earnest Money Deposit absolutely. BSNL, Mangalore reserves the right for it's further extension as per it's requirement. Canvassing in connection with tenders is strictly prohibited and the tender submitted by any bidder who resorts to canvassing would be liable for rejection.

1.8. An eligible tenderer must be for the execution of contract for supply of Directories for One main & two supplementary issues commencing year 2010-11 in English. The successful bidder shall be obliged to enter into contract within a period of twenty-one days of the acceptance of the tender. Failure to execute the agreement in time will result in outright cancellation of provisional letter of acceptance, subject to the right of PGM DKTD , Mangalore at his absolute discretion to extend the said period. The contract shall be subject to the general conditions contained in Annexure 'B' which shall form part of the said contract. In the event of the bidder failing to execute the contract within the stipulated time period, the provisional letter of acceptance shall stand automatically cancelled and EMD shall stand forfeited or alternatively at his sole discretion, the PGM DKTD , Mangalore may notify the contract to have come into existence subject to the general conditions contained in

Annexure 'B' and failure of the bidders to perform would amount to breach of the contract and may entail forfeiture of the Guarantee furnished, without prejudice to the other rights and remedies of BSNL under the contract.

1.9 The successful bidder has to submit work contract registration certificate in the prescribed form before signing the agreement.

1.10 MAIN ELIGIBILITY CONDITIONS:

Parties satisfying following conditions shall only be eligible to bid in this tender :-

1.10.1 Experience: As per clause 1.1a. However, it is not necessary for the bidder to own a printing press. In case, bidder does not own a printing press, as a proof of bidder's capacity to complete the work as per terms and conditions of the tender, the tenderer shall produce the valid agreement with a firm owning a printing press with adequate printing capacity and copy of the agreement to be enclosed with Techno-commercial bid –Part 'A'.

1.10.2 Bidders submitting the offer must furnish a comprehensive detailed document containing company profile with details of projects of comparable size executed and managed.

1.10.3

- (i) Any other information which tenderer may like to give so as to prove his capabilities for completing the contract.
- (ii) BSNL, Mangalore reserves the right to call for any other information, which it may deem, fit for valuating the tender.

1.11 Time is the essence of the contract. The contractor should acknowledge this and confirm that he will make available telephone directories on time and that the entire work shall be duly executed and completed within the stipulated time schedule.

1.12 The bid shall be signed with date 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. The bid submitted shall be sealed properly. The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the bidder in which case such corrections shall be initialed by the person or persons signing the bid with date.

2. ADDITIONAL INFORMATION:

2.1 Contract for printing and publishing of directory shall be for One issue of Main Directory for year 2010-11 and two issues of supplementary directories for the year 2011-12 & 2012-13 in English and CD ROM Directories of DK SSA.

3. SPECIAL INSTRUCTIONS:

3.1.a Tenders shall be submitted in two parts (Part-A and Part-B) as detailed below -

Part-A should contain

- (i) Towards eligibility - Experience Certificate
- (ii) Document Cost - If tender document is not purchased already but downloaded from website, then document cost by DD
- (iii) EMD/Bid security
- (iv) Details for Techno commercial conditions. A comprehensive detailed document containing company profile with details of projects of comparable size executed and managed.
- (v) Whole tender document (other than finance bid i.e., Annex 'C'/ Part 'B') - Duly signed for accepting those conditions

Part-B should contain only the finance bid i.e annexure 'C'/ Part 'B', duly signed. {Attention is invited to the **Important Note therein the finance bid** "The variation in the highest and lowest quoted amount during all the years in Col. (e) for Supplementary directories should not vary more than 25%. *Any bid which is not complying this condition will be treated as substantially non-responsive and will be summarily rejected*"}

The two parts shall be clearly marked Part-A and Part-B, and Part-B should be clearly marked with "Not to be opened without evaluation of Part-A". Both the parts, which have to be sealed separately, shall be further placed in another envelope and again sealed for submission to BSNL Mangalore . The envelopes can be Tape or wax sealed. Any conditional tender is liable to be rejected.

3.1.b: The Techno-commercial bid will be opened first. Financial bid in Envelope 'B' will be opened on a later date only if Envelope 'A' is in order. The date of opening of 'B' Bid will be intimated later. The envelope 'B' marked Financial bid will be opened only for qualified bidders in the Techno-commercial bid (Envelope 'A'). Financial bids in envelope 'B' of disqualified and non-responsive bids will not be opened and same will be returned to the bidder in due course by registered post.

3.1.c:

i) The envelope containing the 'Techno-commercial bid' i.e Part 'A' to be superscribed as '**Tender for ' DK Telecom Directory',/ 'Techno-commercial bid- Part 'A', vide office 'Tender Notification No. : DIR / Tender-2010/2009-2010/VOL-II/4 dated 22.09.2009'**

ii) The envelope containing the 'Financial bid' i.e Part 'B' to be superscribed as '**Tender for ' DK Telecom Directory' / Financial bid -Part 'B', vide office 'Tender Notification No. : DIR / Tender-2010/2009-2010/ VOL-II/4 dated 22.09.2009'** (Not to be opened until and unless bidder is qualified in the Techno-commercial bid)

iii) The top envelope containing the Techno-commercial bid i.e Part 'A' and Financial bid i.e Part 'B' to be superscribed as '**Tender for DK Telecom Directory', vide office 'Tender Notification No. : DIR / Tender-2010/2009-2010/ VOL-II/4 dated 22.09.2009'**

3.1.d: The bidders shall write their addresses clearly on all the envelopes (For Part 'A' , Part 'B' and top envelopes)

3.2 Time schedule for purchase of tender documents and submission of bids shall be as per details given in NIT.

3.3 Evaluation of Financial Bid of the bids and ranking of short-listed bidders shall be based on the least cash out flow from the BSNL or the highest cash in flow to BSNL for printing of specified no. of Directories in all three issues as mentioned in the financial bid. The ranking will be done giving first priority to the maximum cash in flow to BSNL. Cash inflow will be calculated at net present value (NPV) discounted at 15% per annum at the end of the year method.

3.4 Subject to clause 1.2, PGM, DK TD, BSNL Mangalore will award the contract to successful bidder whose bid has been determined to be substantially responsive and has been determined as reasonable lowest evaluated bid, provided further that bidder is determined to be qualified to perform the contract satisfactorily.

Enclosures:

- Annexure 'A': Specifications
- Annexure 'B': General Terms and Conditions
- Annexure 'C': Form of tender and tender response.
- Annexure 'D' Proforma for performance bank guarantee-cum-security deposit
- Annexure 'E' : Proforma for guarantee for positive royalty.
- Annexure 'F' Proforma for Bid Security form

The tender document containing 36 pages issued by

***AGM (Computer),
o/o the PGM, Telecom
DKTelecom District
Telecom House,5th Floor,
Telecom House Road, Mangalore-575001***

ANNEXURE – A

SPECIFICATIONS :

The Contract is for printing, publishing and supply of specified number of copies of DK Telecom Directories in English with yellow pages for one main and two supplementary issues & Directories on CD-ROMs for DK SSA, starting from the year 2010-11. First issue will be main & rest issues will be supplementary directories. The contractor shall compile, print, bind and deliver the directories in clear and legible type, form and style in a good and workman like manner.

I. Input Material

- (a) Phonetic sorted data for Alpha portion (white pages) will be supplied by DOTSOFT, BSNL Mangalore for printing Directory. Pagination, conversion of data in Directory format will be done by the contractor. The detailed data structure may be obtained from DOTSOFT, BSNL Mangalore. The contractor should have facility to read magnetic tapes / CD ROM's supplied by BSNL Mangalore. For subsequent Directories, BSNL Mangalore may supply only the changes over the previous Directory. These changes will be given progressively in batches every month. The contractor will be required to maintain the data upto date and produce the simulated Directory to BSNL Mangalore progressively for checking so that the Directories can be printed quickly whenever a cut off date is given. Contractor may specifically indicate if any provision exists for online data updation. Details of the same may be enclosed.
- (b) BSNL Mangalore also reserves the right to give fully merged data in magnetic tapes/CD ROM to the contractor at its discretion for subsequent issues. Manuscripts will be supplied for information pages to be printed.
- (c) Special information pages: The material for the Special Information Pages will be made over to the contractor by BSNL Mangalore in typed manuscripts.
- (d) Departmental slogans, announcements etc.,: Material will be made over to the contractor by the AGM(Computer) O/o The Principal General Manager Telecom, Mangalore in handwritten or typed manuscripts. These are to be printed in the Special Information page and/or elsewhere in the Directory as decided by the Principal General Manager Telecom, Mangalore.
- (e) Central and State Govt. lists. Copies or extracts of amendment letters received from various Government Departments will be made over to the contractor by BSNL Mangalore.
- (f) Material for the supplement pages shall be compiled by the contractor from the periodic update material supplied to him. Additional material, if any, shall be furnished by the PGM DKTD, Mangalore or any other officer assigned for the purpose. Complete government list (not only changes) will also be published in blue pages.
- (g) Additions, Alterations and Deletions (AADs) in text form will be made over. This has to be converted to DBF form and edited in directory language. The print outs of the edited hard copies are to be submitted to Directory Section for checking/corrections for updation.

II Directory Format:

- (a) **Front Cover and Spine:** Top two third portion of the front cover and spine shall be reserved for use of BSNL Mangalore . The design of the front cover and spine will be supplied by BSNL Mangalore The rest of the space could be used by the contractor for commercial purpose. The commercial usage of the top cover should not be detrimental to the BSNL's interest and this aspect has to be kept in the mind by the bidder. No advertisement will be published from competitors of BSNL.
- (b) **Information Pages:** As per the manuscript made over to the contractor, (The no. of pages for information will be limited to around 60 pages.), Information booklet containing multi colour information pages, travel and tourism pages, Information pages, bound in a separate book-let. The Special Information pages and forms are to be printed with bleached good quality 48 gsm white paper.
- (c) **Alphabetical list:** The alphabetical list covering all the alphabets, Central, State Government, BSNL lists & indices for the Government lists will follow immediately after the information pages. Alphabetical list will be printed in white pages and Central & State Government list also in white page but with blue markings on the edges. However BSNL Mangalore may consider any other suggestion regarding colour of pages for which contractor may like to give details. Two colour printing on white paper to give distinctive colour (blue) for Govt. Lists would also be acceptable.
- (d) **Addendum and Corrigendum:** The addendum containing new telephone numbers opened, after the compilation of the alphabetical list and the corrigendum for the alphabetical list shall have changed numbers list and closed numbers and follow the alphabetical list.
- (e) **Classified guide:** The classified guide could include the present specified list as also other headings both of which shall be merged into a common listing termed `classified guide'. An index of all headings used in the classified guide shall be included. Strip advertisements and Departmental slogans can be printed in the alphabetic pages without affecting readability.
- (f) **Back Cover:** Outside back cover, Inside back cover and Inside Front Cover shall be available for advertisements to the contractor.
- (g) **Page Numbering:** There shall be separate page numbering for information pages, alphabetical list and classified guide.
- (h) **Contents page:** A contents page shall be compiled and printed at the appropriate place. This shall cover all the pages of the Directory.
- (i) **Index Page:** Separate Index pages shall be compiled for the classified groups, Central Government List & State Government list and printed at the appropriate places.
- (j) **List of Members of Parliament, Assembly, Council and Council of Ministers.** List of Members of the Lok Sabha, Rajya Sabha and Legislative Assembly and Council of Union Ministers shall be compiled and printed, distinctly from one another, in the information pages suitably. Additions, changes in the main data, list of Council of Ministers, PGM-TD's letter, information pages, cover page design and changed number list data etc. shall be handed over at least forty days before the scheduled date for commencement of the delivery of the directory.

III. *Particulars- Main Directory*

- (a) *Layout (format) of the Directory . This will consist of the following main parts :*
- (i) *Information pages as per manuscript.*
 - (ii) *Ministers of Central Government.*
 - (iii) *Member of Parliament of Karnataka*
 - (iv) *Specified group*
 - (v) *Alphabetic list of city & Rural exchanges of DK SSA.*
 - (vi) *Alphabetical list of State & Central Government offices located in DK SSA.*
 - (vii) *PCO's and Village Public Telephone List & WLL Numbers*
 - (viii) *Addendum and corrigendum (if any)*
 - (ix) *Yellow Pages*
 - (x) *Classified list to be printed on light shaded yellow paper.*
- (a) Periodicity : First year
- (b) Language : English
- (c) Approximate No. of copies: Free copies as per the commitment against revenue collected and paid copies (if required) as per P.O. of PGM DKTD Mangalore .
- (d) Approximate volume of work:(can vary 10%): Information Pages =60, Alphabetical list = as per Tel Nos.(Basic & WLL) working, Blue pages and Yellow pages = as per specifications
- (e) Paper quality:
- 48 GSM (white) for Alphabetical List
 - 48 GSM (Blue) colour
 - 48 GSM (Yellow) pages
 - 130 GSM (Thick Art Card) for Cover Pages
- (f) Paper Size: A4 size IS 1848-1981
- (i) Untrimmed size of page : 215 X 290 mm.
 - (ii) Trimmed size : 205 X 275 mm.
 - (iii) Size of printed matter : 180 X 255 mm.
- (g) Lines per page : No. of minimum lines to be printed per column shall not be more than 120 lines.
- (h) Type Sizes and fonts:
- (i) Ordinary entry Arial Narrow (Normal Face) 6 Pts.
 - (ii) Bold Entry (Upper Case) Arial Narrow (Bold Face) 6 Pts.
 - (iii) Telephone number Arial Narrow (Bold Face) 6 Pts.
 - (iv) Main Heading Arial Narrow (Bold Face) 6 Pts.
 - (v) Sub Heading Arial Narrow (Bold Face) 6 Pts.
 - (vi) Residential Lines Arial Narrow (Bold Face) 6 Pts.
 - (vii) Line entries in Specified Group Same as ordinary & bold type entries
 - (viii) Super Bold (Upper Case) H Gothic (Normal Face) 11 Pts
 - (ix) Page Identification Arial Narrow (Italic Face) 10 Pts
 - (x) Commercial Information H Gothic (Bold Face) 8 Pts.
 - (xi) Other Entries : As per directions given by competent authority
- (i) Printing : to be done on a good quality machine like Offset Machines etc
- (j) Style of printing:
- (A) Per page three columns in alphabetical list
 - (B) No space shall be left in between the lines having bold entries, heading, sub headings and ordinary entries.
 - (C) There shall be no punctuations in the name portion of any entries including initials and prefixes but an equivalent space shall be left instead.

- i) In case of individuals, the entry is listed under the name followed by second name or initials (Surname)
- ii) In case of others the entry is listed under the trade name or the registered name of firm, institution etc. where name comprises initials first the entry shall be listed as per alphabetical order of the initials. For example "AP Copper & Co." is listed under "A" and not under "C" as either "Copper & Co. AB" or "Copper AB &." listing in any other manner or any cross reference requested by the subscriber is treated as an additional entry and charged for.
- iii) Following prefixes are permitted as essential part of the name :
- a) "Mrs.", "Smt.", "Miss" and "Kum." Not "Mr." And "Shri"
 - b) "Sir", "Lady", "Khan Sahib", "Khan Bahadur", "Rai Sahib", "Rai Bahadur" etc. in the names of institutions and foreign nationals only.
 - c) "Justice" in the name of judges of Supreme Court and High Courts.
 - d) "Dr." in case of medical practitioners and those who are otherwise entitled to the prefix.
 - e) Ranks of the Defence Services Officers in abbreviated form, e.g. Maj.Genl. Rear Adml. Wg. Cdr., etc.
- iv) The address includes only : House number (Names of building may be permitted if house number is not available, but every attempt should be made to ascertain house number from municipal authorities etc. and replace name by house number.
- v) Abbreviated name of road, street or locality.
- (D) While printing **seven / eight** digit numbers, the first three / four digit shall be separated by one space from the remaining four digits.
- (E) In all other cases, there shall be no space between the component digits of a number.
- (F) Telephone No. shall be printed in bold type and there shall be no hyphen in between the digits.
- (G) In bold type entries the name shall be in bold type and the address in shall be in ordinary type.
- (H) Leaders (dotted ones) shall be printed between the end of an entry and the telephone No. leaving one letter space from the telephone No., leaders should be omitted to avoid printing of second line, wherever possible. However there shall be no leader following group headings/ subheadings except when there is a telephone number indicated against the heading.
- (I) Where there is more than one entry for a number, a bracket shall be provided before the Telephone No.
- (J) The address portion shall be printed without space or punctuation between component figures or words except short hyphen (-) before postal zone number. The different components words in the address are identified by first letter being in capital i.e. (94C/Bawa Mkt. 2 and 19 Padam Dev Camp. 1).
- (K) In case of ambiguity in the above one space equivalent to a letter shall be introduced between the house number to distinguish clearly the two parts of the address e.g. :
- | | |
|--|---|
| INCORRECT | CORRECT |
| 15-A Opp. Jagat Ram
Clinic Subahs st.-1 | 15A opp. Jagat Ram clinic Subhas St.-1. |
- (L) Where an entry spreads over two lines, the name portion shall in the first line and the address portion in the second line. In such cases, the second line shall be justified from the first leaving two letters space between address and Telephone No., e.g. Jaswinder Singh Sachdeva and son 94 lower Bazar-140 404 (two space only).

(M) In exceptional cases, where address can not be accommodated in the second line and a third line would otherwise become necessary, the space available in the first line, shall also be used for part of the address.

(N) In case of subscribers with two or more lines such PABX/PBX subscribers the entries are grouped under hearing with name and bold type and if necessary the address in ordinary type. In listing the entries, following principles shall be followed :

- (i) All entries below a heading are offset by two letter space from the left.
- (ii) Sub heading be offset by two letter space to the right hand from the normal entry.
- (iii) All entries below a sub heading are further offset by two letters space to the right from the sub heading.
- (iv) No extra space is left above or below the sub heading.

(O) Where a group entry is required to be continued on the next page

(a) The word contd in the italic within the brackets is introduced below the last line of the third column of the page.

(b) The name portion or the main entry (not sub headings) in bold type followed by word (continued) at top of first column on the next page.

(P) **Bold type are compulsory in the following cases :**

(a) Heading for grouped entries (only name portion is in bold and address is ordinary type).

(b) All sub headings (in upper and lower characters).

(Q) **Page identification includes :**

(a) The first word of the first and last entry on page with a (-) in between.

(b) Second word in addition to the first word where the first word in the first and the last entry in the name is the same.

(c) Name of exchange in case of exchanges in dislinked number area of the district are included in the district directory.

(d) Page Number.

(e) Bold type shall be used for page identification/page number and words in italics are in 10 Pt. and the rest in 10 points.

(k) **GENERAL LAYOUT** As decided by competent authority.

(l) **PAPER :** Paper shall be arranged by the printer in the size of :

(a) Coloured and white paper to be used for printing shall be of 48 GSM of A-4 size of IS:1848-1948 with brightness 55% (min) . The paper should be suitable for directory printing.

(b) Cover with thin carton box or box board of 130 GSM substance, glazed on one side will be supplied by the printer.

(m) **BINDING**

Binding shall be section stitched (3 stitches with double thread) and open bound cover of carton board or laminated art paper with 1 jacinite cloth, backing including jacentire cloth blank fly leaves (cartridges on any other paper) to be pasted on the inside covers. Art paper or plain paper will be required to be pasted on outside cover. Perfect binding will be preferred (i.e. fully gummed binding). If the press is capable of undertaking this type of binding. Tender quotations shall be for both types of binding separately. The binding strength should be such that in case the directory is lifted by holding both the cover pages, keeping the other pages downwards, it should not tear off by its own weight.

(n) GENERAL INSTRUCTION

- (i) There shall not be any lines dividing the columns as well as at the top and bottom of the printed matters on a page (the specimen page enclosed).
 - (ii) In any entry no gap will be allowed after full stops and commas and only single spacing in between the running matters will be permissible. The second line of the entry should be started only when the first line is fully utilised leaving only 01/02 cm space between the words and Telephone No. after the wording in an entry are over leaders should be utilised in remaining space.
-

(o) NOTE :

All bundles will be properly wrapped and tied and the bundles will have protected covering at the edges and gunny rapping's to avoid damage due to strings. The said printed copies and the work shall not be deemed to have been accepted until representative specimen have been submitted to the PGM DKTD, Mangalore and have been accepted by him. Until acceptance, the copies will remain at the risk of the printer.

(p) MANUSCRIPTS :

Three copies duly bound as per the instructions from the office, to be provided.

(q) SPECIAL INSTRUCTION

(A) The printer shall incorporate all the amendments indicated by the department in proofs and check their accuracy before printing.

(B) Galley and page proof should be care fully read in the press to avoid any typographical, punctuation or other printing errors.

(C) Certain pages will be printed on coloured papers. If no coloured paper is supplied the printing may have to be done in coloured ink.

(D) Specimen sheet (6 copies), printed on the machine proposed to be used for execution of this job may also be sent with the tender.

(E) Suitable facilities will be provided to the representative of the PGM DKTD, Mangalore in the workshop of the printer so that the job may proceed in smooth and efficient manner without late or hindrance.

(F) The listing will be reclassified.

(G) Three sets of manuscript of the main directory duly pasted on suitable sized large paper with vertical ruled column will be supplied by printer with each issue of the directory.

(H) There will be no spacing in between the lines and the press will be responsible for making the best use of space in one line in conformity with approved style of printing.

Supplementary Directory:

There will be less number of pages in Supplementary Directory (i.e. for information 20 pages & for alphabetical list 400 pages approximately) and rest conditions will be same as in Main directory.

- IV.** It is the sole responsibility of the contractor to ensure avoidance of errors and omissions. Firm order for printing will be given by the PGM DKTD Mangalore , only after his approval of a specimen copy to be presented to PGM DKTD, prior to supply of bound copies of Directory. Contractor should be able to make last minute updates/transactions in the specimen copy that should also appear in the Directory.

V. Proofs

Xerox copies of the pages to be printed shall be furnished by the contractor, if so required by the PGM DKTD Mangalore, at the cost of the contractor. The correctness of the material contained in the pages is the sole responsibility of the contractor. However, PGM DKTD Mangalore reserves the right to carryout the necessary check to ensure the correctness of data to be printed in the directory. Last minute changes as indicated by PGM DKTD Mangalore are to be incorporated free of cost.

VI. DELIVERY OF PRINTED COPIES & CD-ROM.

a) Period:

All the specified number of the printed copies of the Directory and directory in CD-ROM shall be delivered within the prescribed schedules.

b) Packing:

The printed copies of the Directory in sets are to be delivered in convenient bundles of equal size, normally five nos. per bundle. A book marker to be supplied with each set of directory delivered in plastic packs.

c) Place of Delivery:

The places and the respective quantities will be intimated one week prior to the date of delivery of the first lot. The delivery shall be complete only on receipt of duly undamaged copies of the Directories at the designated locations in the DK SSA by the designated Official/officer.

d) The contractor has to provide sufficient number of mobile vans for distributing directories at the 'Distribution Points/Locations' including labour for handling.

e) The Contractor has to provide sufficient number of banners for displaying at CSCs/Exchanges and other distribution points at the time of distribution of directories and also at the time of updation of the directory (draft directory).

VII) DIRECTORY SIZE & SEGREGATION OF BUSINESS AND RESIDENTIAL LINES:

a) Thickness of each volume cannot be more than 45mm

b) The contractor will segregate the master data into business and residential for purpose of printing separate volumes as per the instructions of PGM,DKTD.

ANNEXURE – B

GENERAL CONDITIONS OF CONTRACT FOR COMPILING, PRINTING, AND SUPPLY OF ONE MAIN & TWO SUPPLEMENTARY ISSUES OF DK TELECOM DIRECTORY WITH YELLOW PAGES OF DK SSA & CD ROM of DK SSA

1. GENERAL

1.1 The Contract is for printing, publishing and supply of specified number of copies of Telephones Directory of DK SSA with yellow pages for one main and two supplementary issues commencing from year 2010-11 and a specified copies on CD-ROM for DK SSA. The contractor shall compile, print, bind and deliver the directories in clear and legible type, form and style in a good and workman like manner (of which, Principal General Manager Telecom, DK TD , shall be the sole judge) within the limits of time and in such quantities as are ordered by PGM DK TD in the PO. The Directory shall be printed strictly in accordance with the specifications contained in Annexure `A'.

1.2 The Principal General Manager Telecom, DK TD reserves the right to modify the specification, if considered necessary, for the due performance of the work, provided it does not amount to substantial change in the terms of contract. Any changes as suggested by the contractor due to change of technology or processes which could improve the quality of product or performance of the contract & is of mutual benefit to BSNL & contractor would also be considered during the currency of the contract on mutually agreed terms. Decision of PGM DKTD Mangalore , in this regard, will be final.

1.3 Any changes if necessary in the contract if ordered by the Courts or other statutory authorities would be binding on both BSNL & the Contractor.

1.4 The entire cost relating to the execution of the job including cost of sampling, procurement of paper of specified and approved quality, inspection, compilation, translation, printing, binding, replacement, re-printing, delivery at designated offices and procurement of advertisements shall be borne by the Contractor.

2. DELIVERY OF PRINTED COPIES

2.1 The contractor shall deliver duly printed copies in such number and at such locations as specified by BSNL Mangalore from time to time. The cost up to the locations of delivery/Distribution Points shall be to the account of the contractor who shall accordingly ensure the availability of sufficient persons to undertake the unloading and the stacking. The delivery shall be deemed to have been taken by BSNL Mangalore only upon the stacking of the specified copies duly printed and bound at each specified location.

2.1.1 The contractor has to provide one book marker for set of directories in English at his cost.

2.2 The printed copies shall be supplied duly tied up into bundles of *five* each with suitable protective paper at the edges. Prior to commencing delivery, the contractor shall furnish at least 5 copies of the Directory by way of specimen. The photocopy of the final bromide pages of the directory shall also be acceptable in this regard. The delivery of specified number of Directories shall be made on acceptance of the specimen. The contractor shall be deemed to ensure that all copies to be delivered would be strictly in accordance with the specimen as approved. BSNL Mangalore shall have the right to call for corrections on scrutiny of the specimen copies and all such corrections shall be carried out by the contractor at his own cost and responsibility.

The

contractor shall not be entitled to further time for effecting deliveries beyond the time granted on account of having to undertake the corrections. Until acceptance, the copies will remain at the risk of the contractor. However, no additional delivery period shall be permissible on this account.

2.3 The supply will be made in sets containing all volumes tied together.

2.4 The places and quantities to be delivered will be intimated one week prior to the date of delivery of the first lot. The delivery shall be completed only on receipt of duly undamaged copies of the Directories at the notified offices of BSNL Mangalore . Each copy of delivery challan bearing the same serial number must be signed individually in ink (not through carbon papers) by the Directory Officer with his rubber stamp. First copy of the challan along with two numbers of duplicate copies may be forwarded to AGM (Computer) O/O the PGM DKTD Mangalore along with bills. The delivery challan must be in the following Proforma :

Delivery Challan No. Date :			
Quantity	Vehicle / Lorry No.	Signature of Lorry Driver	Signature of the recipient (not less than D.O with stamp)

All copies of delivery challans must be signed in original by the Directory Officer with his rubber stamp.

3. INSPECTION

3.1 The contractor shall keep BSNL Mangalore fully informed with respect to the progress of the work on a periodical basis. The contractor shall further whenever called upon to do so provide such information as may be called for and shall permit the PGM DKTD Mangalore or his authorized representative to inspect the contractor's work. The contractor shall provide full assistance and information during such inspections.

4. SECURITY

4.1 The Contractor shall ensure that the data/documents made over to him for the execution of the work are kept in safe custody and do not fall into unauthorized hands. The contractor shall further ensure that the works are executed under secured conditions.

5. PAPER AND OTHER MATERIALS

5.1 All paper and binding materials necessary for the job will be procured by the contractor at his own cost and risk through his own sources. The materials used shall conform to the specifications detailed in Annexure `A'.

6. INPUT MATERIAL

6.1 The input material for the compilation of Special information pages, BSNL slogans and alphabetical list will be made over to the contractor by BSNL Mangalore as per specifications detailed in Annexure `A' of the tender documents. Classified advertisements and cover page advertisement materials will be procured and printed by the contractor at his own cost. Input to alphabetical list, addition/deletion will be as per Annexure `A'. The contractor will compile, arrange, translate, print and bind the copies of the Directory as per specifications detailed in Annexure 'A'.

7. ACCURACY

7.1 The contractor will be solely responsible for the correctness of the material printed in the alphabetical and Special Information pages in accordance with the input material supplied to him by BSNL Mangalore.

8. TIME SCHEDULE

8.1 The contractor should acknowledge and confirm that making available telephone directories (and directory on CD-ROM) of very good quality on time is the essence of this contract and that the entire work shall be duly executed and completed within the time schedule stipulated. The delivery schedule for the printing job will be as follows:-

ACTIVITY	TIME SCHEDULE
Handing over of the first batch of data for printing by BSNL	After 90 days after the date of agreement
Incremental data of additions/alterations/deletions to be supplied by BSNL	At the interval of every 15 days after the supply of first batch
The firm will provide 200 pages per week of printed data for checking	After 10 days from the date of receipt of the first batch of data
Return of checked data after proof reading by BSNL	Within 10 days after supply of the same from the printer
Time allotted for collection of advertisements by the firm	150 days from the date of agreement
Printing and binding and supply of first 1,50,000 English copies of printed directories and 2,500 CD ROMs of D.K SSA	Before completion of 180 days from the date of agreement
Balance copies to be supplied	Within 195 days of the date of agreement

The Firm should ensure that the data preparation, checking and proof reading should be got carried out in such a manner that all works get completed within 180 days from the date of agreement. The bidder will also attach the addenda so that the directory should have the updated information upto 30 days prior to the date of delivery.

9. ADVERTISEMENTS

9.1.1. The contractor will be allowed to procure advertisements from private parties and others. These may be printed as "Yellow Pages" and only strips in the alphabetical portion of the directory. It shall be ensured by the contractor that the advertisements in the directory conform to the norms of decency and refined taste and are not obscene or offensive in any manner.

9.1.2. The contractor shall clarify to all advertisers that the BSNL is not a party to any agreement between the advertiser and the contractor.

9.1.3. The rates of advertisements in the yellow pages will be fixed by the contractor. The charges for the additional and bold entries /White pages will be fixed by PGM DKTD Mangalore. The rates of additional entries and bold entries for every issue of the directory during the contract period will be fixed initially. The rates of additional entries and bold entries for subsequent issues should be at the most 10% more than the rates in the previous issue. Additional and bold entries for BSNL numbers will be printed free of charge. The contractor will also be permitted to collect super bold entries and logos at rates fixed. The job of procuring additional entries, bold entries, super bold entries and logos will be done by the contractor. The contractor will give advertisements in the leading newspapers indicating the rates fixed for additional entries, bold entries, super bold entries and logos. Contractor will directly arrange to collect the consent letters from the customers in the prescribed form. Such numbers information will be submitted

to BSNL In turn these charges will be collected along with telephone bills as directory entry charges. After collection, 80 % of collected amount will be paid to contractor and 20 % will be retained by BSNL. The contractor shall collect the cheques for the yellow page entries from the concerned customers/firms and same will be credited to escrow account.

9.1.4. The contractor will open an escrow account in the name of AO (Cash-Hqrs)- BSNL-O/o PGM DKTD Mangalore in a scheduled bank and each and every amount collected by the contractor from the advertisers as advertisement charges shall be in the form of a cheque payable to the escrow account only and will be credited to the specified escrow bank account on which SSA head will have a 100% lien. No payment in cash amount will be collected for advertisement

9.1.5. The contractor will be allowed to withdraw the amount deposited in the escrow account for meeting the requirement of his working expenses upto 25% only of the collected revenue against a bank guarantee of an equivalent amount. The bank guarantee will not be required for withdrawal of amount upto Rupees equal to Performance Bank Guarantee amount. This will ensure a minimum burden on the contractor as he will be required to furnish minimum bank guarantee and will also protect the interest of department in all eventualities as the sum total of bank guarantee available with the department will take care of all situations. The bank guarantee in respect of amount withdrawn from escrow account will be valid until six months after the specified date of distribution of directory.

9.1.6. The contractor will supply to the department on a continuous basis copy of the advertisements, additional entries, bold entries, super bold entries and logos which are required to be printed.

9.1.7. Non-compliance of any of these conditions will amount to breach of agreement and PGM DKTD Mangalore may terminate the contract at his sole discretion. In the event of termination of contract and failure on the part of the contractor to supply to the department complete advertisement material collected by him within 40 days of termination a penalty of 20% of the yearly royalty amount shall be imposed.

9.2. The consequence of any breach of any statutory provisions or of the order of the court or the violation of the rights of any party shall be entirely to the account of the contractor and the contractor shall be responsible for remedying the breach/violation and shall keep BSNL Mangalore fully free and indemnified from any claims, losses or actions whatsoever.

10. ADDITIONAL, BOLD TYPE & SUPER BOLD TYPE ENTRIES

10.1.1 The Contractor shall book directly from subscribers their advertisements including bold and super bold (with or without LOGOS) entries.

10.1.2 All additional, bold and super bold entries will be printed in white pages of the relevant volume of the directory.

10.1.3 *Duly signed consent letters/mandate forms towards charges for the super bold (with or without logo) will be collected by the contractor and forward it to BSNL , Mangalore for collecting charges through bills without, in any way, involving BSNL Mangalore .*

10.2 *The maximum tariff for additional and bold entries can be fixed by the contractor in consultation with PGM DK TD Mangalore.*

Super bold line SBT, Black and white without logo (maximum 23 characters including space)	Rs.
Super bold lines in colour (yellow background) (maximum 23 characters including space) without logo	Rs.
Logo space to accommodate subs logo (maximum size ¾” X 1 ½” height X width)	Rs.
Logo in colour (yellow background)	Rs.
Tariff for bold hirer entry in 8 pt	Rs.
Addl entry in ordinary type (7 pt)	Rs.
Addl bold entry in 8 pt	Rs.
Sub header SBT (10 pt) (max 30 characters including space)	Rs.
Sub header SBT (10 pt) (max 30 characters including space) (yellow background)	Rs.
Line of information (7 pt) (max 40 characters including space)	Rs.
Sub header Ordinary	Rs.
Sub entries per line	Rs.
Address details for bold type revenue entries Ordinary type 7 pt (if the same does not fit in the name line)	Rs.
Descriptive words	Rs.
Cross reference normal (regular type)	Rs.
Cross reference bold type	Rs.
Web site URL listings	Rs.
E-mail listings	Rs.

10.3 *The charges for subsequent issues will be fixed up before printing order for the particular issues is placed and shall not exceed by 10% of the previous issue(s) rate and subject to the approval of PGM DKTD Mangalore.*

(a) The contractor will ensure the correctness of the data with respect to all bold and additional entries. BSNL will not be responsible for any damages due to errors..

(b) Additional, bold entries and group headings belonging to BSNL Departments belonging to DOT Ministry of Communications are to be printed free of cost. All other additional, bold, super-bold with or without Logos in the white pages of main /supplementary issue are to be charged. Decisions of the PGM DKTD Mangalore will be final and binding in all such cases.

10.4 Requests for additional, bold type and super bold type entries with or without logos are to be entertained only from the subscribers of telephones.

10.5 Additional, Bold type and super bold type with or without logos in white pages are to be printed according to the Departmental standards. Any deviation from the standards found necessary/desirable by the contractor, may be specifically taken up with BSNL Mangalore for prior approval. Such deviations are to be implemented only after the specific prior approval in writing of the PGM DKTD Mangalore. The terms of this contract and the execution thereof, including publication of free entries shall be governed by the provisions of Indian Telegraph Act and Rules.

11. DISTRIBUTION OF DIRECTORIES

11.1 BSNL Mangalore alone shall have the right of managing the distribution of Directories to subscribers or non-subscribers. The contractor shall have no right to sell or distribute or deal in Directories.

11.2 Distribution of directories through Mobile vans at as many locations as possible, in Mangalore Urban and Rural areas spread over a period of 3 weeks during the first month after delivery of directory copies at the tenderer's cost shall have to be carried out by the Supplier.

12. AMOUNT PAYABLE BY CONTRACTOR

12.1 In consideration of publishing the directories and procuring the advertisement thereof, the contractor shall retain the advertisement revenue with him on the condition that in addition to the free supply of specified number of directories, the contractor will pay to the BSNL Mangalore a fixed amount as quoted in the financial bid, by way of Royalty within 60 days of the commencement of delivery date of the first lot specified for the particular issue. Delay in publication shall not entitle the contractor to delay the payment of royalty and the same shall be paid within 60 days of the date on which the first lot of directory should have been released for *that particular issue*.

12.2 Bank Guarantee of Royalty amount will be released only after completion of contract and also after the agreed amount as Royalty has been paid to the BSNL Mangalore in full.

12.3 In the event of any delay in payment of the royalty interest shall be payable on the amount remaining unpaid from the due date (as specified in clause 12.1, 12.2) at the rate of 21% (Twenty one percent) compounded quarterly. In case of premature termination of contract the royalty shall become payable immediately.

13. VALIDITY

The contract shall be valid up to the due execution of the contract by the delivery of duly printed Directories for the 1 Main issues and 2 supplementary starting 2010-11 and ending with the year 2012-13. This period of validity will, however, be subject to BSNL's right of prior termination as stipulated herein.

14. ERRORS

14.1 The contractor shall ensure clarity and legibility of the print and the strength and firmness in the binding. The Contractor shall further ensure the correctness and accuracy in the printing of the material supplied.

14.2 The contractor will be responsible, at his own cost and risk, for the correctness of printing and for settlement of any claim and/or complaint arising out of omission and mistakes in the alphabetical pages and special information pages for which input material will be supplied by the PGM DKTD Mangalore as earlier mentioned. The BSNL Mangalore may through its own staff check the work while in progress. The contractor should render all assistance and information to such staff.

15. DAMAGES

15.1 In the event of the contractor -

- a) failing to observe or perform any of the terms and conditions of this contract, or
- c) failing to execute the work of printing, binding and/or delivering in a good & workmen like manner and in compliance with the terms of this contract to the entire satisfaction of the PGM DKTD Mangalore, the PGM DK TD Mangalore may at his discretion and without prejudice to the other rights and remedies available to BSNL Mangalore call upon the contractor to forthwith make good the default, defects and/or delay and within such period as the PGM DKTD Mangalore may, in his discretion, stipulate in that behalf.

c) Notwithstanding anything herein before contained the PGMTD Mangalore shall have the right at their sole discretion to cancel this contract in whole or in part including the right to cancel the contract even in respect to a part & to award at the entire cost, risks and responsibility of the contractor, the remainder of the work to third party and/or parties. The contractor shall also be liable to compensate BSNL Mangalore for the entire losses/damages suffered by it in addition to the amount of the liquidated damages agreed to be paid by the contractor in this contract.

d) BSNL Mangalore shall have a right at any time to deduct and/or adjust the amount of its claim/damages/ liquidated damages/any penalty from any sum or sums then due or which may at any time become or to be found due to the contractor either under this or any other contract or by invoking the bank guarantees.

e) In the event of any breach of the terms and conditions of this contract and/or the failure on the part of the contractor to remedy such breach and/or make good the default, defect or delay in the execution by it of the works entrusted to the contractor pursuant to these presents and/or any part thereof and/or in the event of this contract being terminated, the PGM DKTD Mangalore shall have the right to make demands under the bank guarantees furnished by the contractor pursuant to this tender/this contract. Decision of PGM DKTD Mangalore regarding breach of contract by the contractor will be final.

15.2 The amount worked out as per para 15.3 below will be levied as liquidated damages from the contractor for any delay and for the supply of less nos. of directories and CD-ROM directories than actually demanded by the PGM DKTD Mangalore who shall have the powers to reduce liquidated damages under this clause and such decision shall be final and binding on the contractor. BSNL Mangalore claims a first charge on the incomes of the contractor from advertisement.

15.3 PENALTY CLAUSE

15.3.1 "The date of delivery of specified number of directories including directories on CD-ROM stipulated in the acceptance of the tender should be deemed to be essence of the tender and 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 the tenderer fail to supply the specified number of directories within the prescribed period for delivery, the PGM DKTD Mangalore shall be entitled to recover 0.5% of the value of the total delayed directories supplied for a particular issue for each week of delay or part thereof, for a period up to 10 weeks and thereafter @ 0.7% of the value of the total delayed directories supplied for a particular issue for each week of delay or part thereof for another 10 weeks of delay subjected to a maximum of 12% for each issue. Quantum of Liquidated Damages assessed and levied by the purchaser shall be final and not challengeable by the contractor". Extension of date of supply with penalty will be with the concurrence of PGM DKTD Mangalore failing which the contract will be liable to be terminated and performance bank guarantee forfeited. This clause will not come under the provision of arbitration clause.

15.3.2 In case of contractor fails to use the paper as per specifications (Paper quality should match with BIS specification standard IS: 11688 with brightness 55%(min) and if paper quality is below the standard, penalty at 10% of paper cost will be recovered. In case the paper quality is really bad, the entire lot will be rejected.

15.3.3. The above penalties mentioned in 15.3.1,15.3.2, will be levied on the contractor for each and every case of failure if any as and when it occurs during the period of execution of each issue and such amount will be recovered from any of the amount payable to the contractor, including Bank Guarantee amount.

15.3.4. If the contract is terminated, the entire amount collected for advertisements which will be either lying in escrow account in the bank or partly in the escrow account and partly in the form of bank guarantee will be dealt with as under :

(a) The bank guarantee equivalent to the amount withdrawn, if any, by the contractor from the escrow account will be encashed and the balance amount lying in the escrow account will be withdrawn by the BSNL. BSNL may utilise the advertisement amount for bringing out a directory afresh with yellow pages/or for printing balance number of copies or directories.

OR

(b) BSNL may ask the contractor to refund the amount to the advertisers from the escrow account to the satisfaction of the PGM DKTD Mangalore . The BSNL will publicise the fact of the termination of the contract through leading newspapers asking those who had paid for advertisements, space, to the contractor to approach the contractor for refund of the money within 30 days of the announcement. After 45 days of such announcement, one more announcement will be made through leading newspapers that those who have not got refund from the contractor may bring it to the notice of the BSNL within 15 days. After the issue of second notice as stated above (after 45 days of the publication of notice in the press), the amount remaining unpaid to the advertisers etc. will be refunded to them by the BSNL. Any amount still lying unclaimed will be withdrawn by the BSNL from the escrow account/bank guarantee to be settled later as and when any claimant approaches the BSNL for his claim.

(c) A penalty as per clauses will be encashed from the performance bank guarantee.

(d) However in case of bold and super bold entries no cheques are being collected and only the consent letters are collected. Such letters will be recorded.

15.3.5. In the event BSNL prefers to print the directory of its own, it will get it done on market rate with the already collected advertisements including additional entries, bold entries, super bold entries and logos etc. BSNL will, however, advertise in the press that anybody desirous withdrawing the advertisements may do so within a period of 30 days.

15.3.6. The performance bank guarantee will be only released after successful completion of the contract for printing of 3 issues of telephone directories as per terms and conditions of the contract.

15.3.7. This clause will not come under the provision of arbitration clause.

16. INDEMNITY

16.1 The contractor shall indemnify BSNL Mangalore and keep BSNL Mangalore harmless and indemnified against any loss/damages and other costs that BSNL Mangalore may be put to or incur by reason of any error or defect in printing or delay in the supply of Directory.

16.2 In the event of any discovery of error or defect due to the fault of the contractor at any time after the delivery of copies of the Directories ordered, the contractor shall be bound, if called upon to do so, to rectify such error or defect at his own cost to the satisfaction of and within the time fixed by the Principal General Manager Telecom, DKTD Mangalore

16.3 In the event of delivery of any defective work, which owing to urgency or for any other reason, cannot be wholly rejected the PGM DKTD Mangalore shall have the power to demand from the contractor the payment of any amount not exceeding 10% of cost of Directory for that year. Decision of the PGM DKTD Mangalore in this regard will be final. The amount demanded shall be remitted in cash or in the form of a crossed Bank draft from any Scheduled Bank, payable to AO (Cash-Hqrs), BSNL O/o PGM DKTD Mangalore within the time limit specified in the letter of demand. Cost of Directory for this clause shall be calculated as per the rate accepted in the financial bid for that year.

16.4 The Contractor shall ensure that before any advertisement is accepted for printing in the directory the advertiser/ advertisement agency or anyone else being a party to the publishing of advertisement is fully aware of the fact that the BSNL Mangalore is not a party to the Agreement between the Contractor or the advertiser/ advertisement agency or any other above said party to the publishing of the advertisement and that any liability, responsibility, claims, damages, in respect of or arising out of the printing and advertisement is the sole responsibility of the Contractor.

16.5 That the Contractor shall publish the contents of the above clauses in the Directory in bold letters and indemnify the BSNL against any litigation or damages that may arise out of the infringement of the above instructions. The Contractor will be solely responsible for any compensation that the BSNL may be called upon to pay on that account.

17. TERMINATION

17.1 In the event of the contractor:

- a) Failing to observe and/or perform any of the terms and conditions of the contract or failing to comply with the directions, advises of the PGM DKTD Mangalore ; and/or
- b) Failing to rectify any mistake, defects and/or to make good delays, if any, in the performance of its obligations; and/or
- c) a winding up Petition being filed against the contractor or a Receiver, liquidator, or provisional liquidator being appointed with respect to the contractor or with regard to its associates as the case may be, or an attachment being ordered of the accounts and/or assets of the contractor or a resolution being passed by the members of the contractor company for the liquidation/winding up of the contractor company; and/or
- d) the contractor being unable to pay its debts or it entering into any compromise or arrangements with his creditor for the postponement of its liabilities. BSNL Mangalore shall have the right to cancel this agreement and to entrust or execute the remaining part of this contract itself or entrust to a third party at the cost, risk and responsibility of the contractor and in such an event the contractor shall not interfere with or in any manner obstruct either placing of the contract and its execution by such third parties and/or BSNL as the case may be.

17.2 In the event of termination of this contract by BSNL, the contractor shall forthwith make over all materials and documents whatsoever in its possession with respect to the printing of the Directories.

17.3 The contractor shall also give complete details, information and materials including printing blocks relating to advertisements booked by it for printing in the Directory together with a proportionate part of the income derived by the contractor from advertisements booked for printing. BSNL shall have the right either to make over the advertising material along with proportionate part of the income to the next contract to whom the remaining part of this contract or otherwise to itself appropriate the same if BSNL chooses to itself complete the contract.

17.4 The decision of the PGM DKTD, BSNL, Mangalore to terminate the contract on any of the aforesaid grounds shall be final and binding on the contractor.

17.5 The termination of the contract will in no case absolve the contractor of his obligations/ duties and/or liabilities already arisen under contract.

17.6 The PGM DKTD, BSNL, Mangalore shall not be responsible for any other loss, damages etc. to the contractor as a result of termination of the contract.

18. COPY RIGHTS:

18.1 All rights with respect to the directory (except yellow pages) including copyright shall vest in BSNL and shall be the property of BSNL. Any breach of the Copy Right by any party on account of the printing of any material and/or advertisements in the Directory (unless such material has been provided specifically by BSNL) shall be to the account of the contractor who alone shall be liable and responsible for discharging of liabilities arising on that account including cost of all legal proceedings and other related costs. The contractor shall keep BSNL free from any claims, losses, demands and actions whatsoever on account of any infringement of any Copyright.

18.2 The above clause of termination & copyright is also applicable for directory in CD ROM .

18.3 Source code for software shall be made available to BSNL and copy right for the source code, as also for the data bases used for the publication of Directories shall rest with BSNL.

18.4 The contractor will not have any right, to sell electronic directories in the form of floppies/or other electronic media or publish printed matter in any form, using BSNL directory data. The BSNL, Mangalore reserves its rights to call for separate tender for CD-ROM Directory with/without yellow pages advertisements hosting directory on Internet with/without yellow pages independent of the contractor by calling open tenders at appropriate time separately each occasion as decided by PGM DKTD, BSNL, Mangalore . The successful tenderer shall furnish an undertaking to BSNL to this effect. If the tenderer is proved to misuse the directory data, BSNL will initiate action to terminate the contract and all other penalties applicable as per the terms and conditions of the tender document and all other damages arising out of such breach/misuse of BSNL directory data.

19. NUMERICAL INDEX AND ENLARGED COPIES

The printer should supply a minimum of 6 nos. of Numerical Index of the list of subscribers in CD for each Main Directory free of cost at the time of making delivery of 1st lot of directories. Similarly 6 nos. of enlarged copies of directories must be supplied for each issue. Following will be supplied by the contractor invariably

- (i) Level-wise numerical index in triplicate.
- (ii) Billing register.
- (iii) CD containing the billing details.

20. ARBITRATION & CONCILIATION CLAUSE

20.1 In the event of any question, dispute or difference arising under this agreement or in connection there – with (except as to matters, the decision to which is specifically provided under this agreement), the same shall be referred to sole arbitration of the PGM, BSNL, DKTD, Telecom House Road, Mangalore-575 001, or in case his designation is changed or his office is abolished, then in such cases to the sole arbitration of the Officer for the time being entrusted (whether in addition to his own duties or otherwise) with the functions of the PGM, BSNL, DKTD, Telecom House Road, Mangalore-575 001, or by whatever designation such Officers may be Called (hereinafter referred to as the said Officer) and if the PGM or the said Officer is unable or unwilling to act as such, then to the sole arbitration of some other person appointed by PGM or the said Officer. 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 a Government Servant he has expressed his views on all or any of the matters in dispute. The award of the Arbitrator shall be final & binding on both the parties to the agreement. In the event of such an arbitrator to whom the matter is originally referred, being transferred or vacating his office or being unable to act for any reasons whatsoever, the PGM, BSNL or the said Officer shall appoint another person to act as arbitrator in accordance with terms of the agreement & the person so appointed shall be entitled to proceed from the stage at which it was left out by his predecessors.

20.2 The arbitrator may from time to time with the consent of parties enlarge the time frame for making and publishing the award. Subject to aforesaid Arbitration and Conciliation Act, 1996 and the Rules made there under, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause.

20.3 The venue of the arbitration proceeding shall be the Office of the PGM, BSNL, DKTD, Telecom House Road, Mangalore-575 001 or such other places as the arbitrator may decide.

21. NOTICES

"Any Notice given by one party to other pursuant to the contract shall be sent in writing or by FAX or cable and confirmed in writing. A notice shall be effective when delivered or on the notice's effective date, whichever is later.

22. FORCE MAJEURE

war or hostility, acts of the public element, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restriction or act of God (thereinafter referred to as EVENT) no claim of damages as mentioned in the aforesaid clauses or against performance guarantee shall lie against the contractor. To determine as to whether any of the above mentioned event has really If at any time during the currency of the contract, the performance of the contractor in whole or in part shall be prevented or delayed by reason of any hampered the work of the contractor, the decision of PGM DKTD Mangalore shall be final and binding.

23. SET OFF

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

APPENDIX

(to ANNEXURE- B)

QUANTITY

1. Main/Supplementary Directory

1.1 a) The number of copies to be printed year wise:

Year of Issue	2010-11 Main	2011-12 Supplementary	2012-13 Supplementary
Requirement in English	1.5 lacs	1.5 lacs	1.5 lacs
Requirement in CD ROM (for DK SSA)	5,000	5,000	5,000

The quantities mentioned are tentative. The PGM DKTD Mangalore , however reserves the right to change the quantity by + 25% or -25% at the time of releasing the letter of acceptance, if so desired by him. The PGM DKTD Mangalore or any other officer assigned on his behalf will indicate actual requirements at the time of giving the print order regarding the number of copies for each issue to be printed.

1.2 The above number of directories have been estimated on the basis of the planned development and estimated off take

1.3 In case contractor is not in a position to supply the number of copies indicated at the time of print order, the penalty equivalent to the cost of the directories for the number of copies of the directories supplied less, indicated in penalty clause shall be payable by the contractor to BSNL.

1.4 The requirement of CD ROM directory will be approximately 5,000 *per each main/supplementary issue* .

TIME SCHEDULE FOR DIRECTORY & CD ROM Directory : As per clause 8 of the General Conditions of the contract (Annexure-B).

2.1. Payment Terms :

2.1.1 Ninety percent of the cost of directories supplied in each lot shall be paid after receipt of directories in good and acceptable conditions at the locations specified by the BSNL. For claiming 90% payment the following documents are to be produced before paying authority:

- (i) Invoice.
- (ii) Delivery Challan.
- (iii) Inspection Certificate of Inspection authority.
- (iv) Consignee's store receipt with stock entry.
- (v) Warranty Certificate.
- (vi) Excise, Sales Tax/Service Tax/Work Contract, tax certificate/declaration. As the case may be

While making this 90% payment the amount of royalty due to BSNL by the contractor, if any, will be taken into consideration and will be adjusted from this payment.

2.1.2 Balance 10% will be paid after completion of all supplies including additional copies ordered, if any, and no dues certificate from consignee. In those cases where shortages/damages are intimated to supplier, the balance payment shall be released only after the cases are settled in accordance with the provision of the PO.

ANNEXURE- C / PART- A

TECHNO COMMERCIAL BID

To
The Principal General Manager,
DK Telecom District, Mangalore

Subject: Tender for Printing, Binding & supply of one issue of Main and two issues of Supplementary Telephone Directories each with yellow pages of DK Telecom District and also CD ROM , commencing from year 2010-11.

With reference to the above I/We hereby offer to procure paper, advertisements, compile, print and supply all free copies / the specified number of the copies of the directory with yellow pages to the Principal General Manager DK Telecom, Mangalore for One main and Two supplementary directories in English and CD ROM commencing with the issues to be published in 2010-11 on the following terms:-

- 1.** I/We shall compile, print and supply the Directory as per specification contained in Annexure 'A' to the Tender Documents and according to the time schedule laid down as per agreement.
- 2.** No deviation from this specification shall be made except with the prior permission in writing of the Principal General Manager DK Telecom District, Mangalore In case any changes are desired by the PGM DKTD Mangalore in the work allotted, I/We shall comply with the same. In the event of any dispute, I/We shall accept the decision of the PGM DKTD Mangalore as final.
- 3.** I/We agree to and abide by the general terms of the contract specified in Annexure 'B', the agreement and the specification supplied to me/us with the invitation to submit the tender.

4. I/We forward herewith EMD by Bank Draft No. _____ dated _____ for a sum of Rs. _____ And I/we agree that the same shall be forfeited to the PGM DKTD, BSNL, Mangalore as laid down in Annexure B. I/We shall not claim any interest on the EMD while it is in BSNL custody. If my/our tender offer is accepted, the EMD shall be refunded to me/us after I/We have executed an agreement and paid the amounts specified therein.

5. I/We enclose:

5.1 Credentials in original showing my/our status and financial position.

5.2 Memorandum and document giving details of:

a) Staff
b) Accommodation
c) Type & capacity of compiling, composing and printing equipment. which will be available for this work.

d) Out-turn that will be given daily and actual time required for the work after the necessary input material is given to me/us.

5.3 Other information as asked in NIT.

5.4 Experience Certificate

5.5 The whole tender document duly signed except financial bid Annexure –C/Part-B

5.6 Document empowering me to sign the tender document agreement.

6. I/We shall take proper care of the BSNL materials received by me/us in connection with the work allotted to me/us and return them to the PGM DKTD Mangalore in a safe Condition. I/We shall indemnify BSNL against loss, theft or damage of departmental property while they are in our custody.

7. I/We agree that within one month after completion of the issue offered, we shall make over to the PGM DKTD Mangalore paginated master Magnetic tapes of the Directory and cumulative transactions used to update the immediate earlier issue.

8. If my/our Tender is accepted, I/We agree to enter into formal agreement and submit within the time limit specified in the letter of acceptance.

ANNEXURE – C / PART-B

FINANCIAL BID

To

**The Principal General Manager,
DK Telecom District, Mangalore**

***I / We....., S/o..... on
behalf of***

***M/s.....hereby
offer following rates {Rates For Main / Supplementary Directory and CD ROM (CD
ROM for DK SSA)} for printing of One Main issue and Two Supplementary issues
of DK Telecom Directory as per terms and conditions laid down by PGM DKTD,
Mangalore***

Option 1 - Positive Royalty (Royalty Payable To DKTD, BSNL)

***(Means :: The Contractor will pay the quoted (Royalty) amount to BSNL. This
will be in addition to free supplying the entire directories as specified in the tender
documents)***

Sl. No.	Year	No. of copies	Amount * To be paid to BSNL after printing of required no. of copies without any payment by BSNL	
			In Figures	In words
1	2010-11 (Main)	English : 1.5 lacs CD ROMs: 5,000		
2	2011-12 (Supplementary)	English : 1.5 lacs CD ROMs: 5,000		
3	2012-13 (Supplementary)	English : 1.5 lacs CD ROMs: 5,000		

* The rates are to be inclusive of taxes (if any) applicable.

(OR) Option 2 - No Royalty / Zero Royalty

(Means : The Contractor will supply the specified number of copies of directories at zero cost i.e. he will collect enough revenue by advertisement which will cover the cost of printing, along with the reasonable profit for him.)

Signature of Tenderer
With seal

ANNEXURE – C / PART-B Contd.,

FINANCIAL BID Contd.,

(OR) Option 3 - Negative Royalty

(Means : The Contractor will supply the specified number of copies of directories at a minimum cost after taking into account the revenue collected by him by entries & advertisements from subscribers and advertisers.)

Rates in case of negative royalty : The Rates payable by BSNL DKTD per set of English / Directories and CD ROM (CD ROM for entire DK SSA) are as follows.

The number of free copies to be supplied to BSNL DKTD also to be indicated:

Sl. No.	YEAR	Quantit	Rate per set in Rupees (including all taxes**)		Total Amount payable by BSNL (Cash outflow)		Total No. of Free Copie
			(d)		(e)= (c)X(d)		
(a)	(b)	(C)	In figures	In words	In figures	In words	(f)
1 Main	2010-11 English	1.5 lacs					
	2010-11 CD ROM	5,000					
2 Supplementary	2011-12English	1.5 lacs					
	2011-12CD ROM	5,000					
3 Supplementary	2012-13 English	1.5 lacs					
	2012-13CD ROM	5,000					

- The quantity above given is approximate and could be changed at the time of printing. The decision of PGM DKTD Mangalore will be final and binding on all contractors.
- The details of various taxes may be furnished.

Important Note : The variation in the highest and lowest quoted amount during all the years in Col. (e) for Supplementary directories should not vary more than 25%. The variation will be calculated as follows :

{Highest Amount Payable by BSNL in col. (e) - Lowest Amount payable by BSNL in col.(e)} X 100

Highest Amount Payable by BSNL in col (e)

Any bid which is not complying this condition will be treated as substantially non-responsive and will be summarily rejected.

Evaluation of BID : Financial evaluation of the bids and ranking of shortlisted bidders shall be based on basis of cash in flow/cash out flow in all the three issues taken together. The ranking will be done giving first priority to the maximum cash in flow to BSNL in all three issues and thereafter least cash out flow from the BSNL for printing specified nos. of directories in all the three issues. Cash inflow/outflow will be calculated at net present value (NPV) discounted at 15% per annum at the end of the year method.

Date :

Signature of Tenderer
With seal

ANNEXURE - D

PROFORMA FOR PERFORMANCE BANK GUARANTEE-CUM-SECURITY DEPOSIT (ON NON-JUDICIAL PAPER OF APPROPRIATE VALUE)

THIS DEED OF GUARANTEE IS MADE THIS..... DAY OF2009 BY (NAME AND ADDRESS OF THE BANK) having its Regd. Office at ----- (hereinafter called the "BANK") (Which expression shall unless excluded by or repugnant to the context include its successors or assignees) in favour of the Principal General Manager DK Telecom, Mangalore with its office at Mangalore.....(Hereinafter called "BSNL") (Which expression shall unless excluded by or repugnant to the context include its successors or assignees).

WHEREAS BSNL accepted the Tender of M/s. (hereinafter called the "Contractor") to execute the work of printing and supply of Telephone Directories with yellow pages and allied publications for DK SSA as per contract/agreement No..... dated..... (hereinafter referred to as the "CONTRACT").

AND WHEREAS the said contract provides that the Contractor shall furnish unconditional and irrevocable bank guarantee as per clause 1.6.2 (General) of the Tender document to secure performance of party's obligations over a period of 210 days beyond the period of contract.

AND WHEREAS at the request of the contractor the bank has agreed to execute these presents.

NOW THIS DEED WITNESSETH AND IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

- (1)** That the bank hereby agrees and undertakes that if in the opinion of the BSNL Mangalore any default is made by the Contractor in performing any of the terms and/or conditions of the agreement, then on notice to the Bank by BSNL Mangalore the Bank shall merely on demand and without demur and, without reference to the Contractor immediately pay to BSNL Mangalore in any manner in which they may direct, the said amount of Rs..... or such portion thereof as may be demanded by BSNL Mangalore not exceeding the sum of this Bank Guarantee and as BSNL Mangalore may from time to time require.
- (2)** The parties further agree that the liability of the bank to pay is not dependent or conditional upon in any manner affected by any proceedings or a claim being raised by BSNL and even before any legal proceedings are taken against the Contractor.
- (3)** That on receipt of the demand for payment of the amount as aforesaid, it will not be open to the bank to challenge the said demand on any ground whatsoever including the formation of opinion about the default and as to the amount of guarantee or part thereof remaining payable under the contract and such opinion of BSNL shall be final and binding on the bank as well as the contractor for the purpose of invocation of this Bank Guarantee. When such notice is received it shall be treated as notice in accordance with terms and conditions of the Bank Guarantee.
- (4)** That the BSNL will have full liberty, without reference to the Bank and without affecting this Bank Guarantee to postpone for any time or from time to time the exercise of any of the powers and rights conferred on BSNL under the contract with the said contractor which under law to the sureties would but for the provisions have the effect of releasing us.

- (5) That the right of BSNL to recover the said sum of Rs.....from us in the manner aforesaid will not be affected or suspended by reason of the fact that any dispute or disputes have been raised by the contractor and or whether any dispute or disputes are pending before any officer, arbitrator, tribunal or court.
- (6) That the bank guarantee herein contained shall not be determined or affected by the liquidation or winding up dissolution or change of constitution or insolvency of the said contractor but shall in all respect and for all purposes be binding and operative until payment of all money due to BSNL in respect of such liability or liabilities.
- (7) That the liability of the bank under this Bank Guarantee is restricted to Rs.....only. Our bank guarantee shall remain in force until 210 days (Two hundred ten) days after the period of the contract i.e. till ... and unless any demand or claim under this bank guarantee is/are made on by the said date in terms hereof, all the rights of the BSNL under the said Guarantee shall be forfeited and the bank shall be relieved and discharged from all liabilities there under. Provided, however, that if for any reason the BSNL makes a demand within the above period to the bank to keep the Bank Guarantee alive for further periods, the bank will be liable to extend the bank guarantee for such further period on the same terms and condition except to the extent of the modified period. The bank will have no right to question such a demand made by BSNL and the same shall be final and binding upon the bank.
- (8) The bank undertakes not to revoke the bank guarantee during its currency except with the previous consent of the BSNL in writing.
- (9) That the bank declares that it has power to issue this bank guarantee in favour of BSNL under its Memorandum of Association & Articles of Association and the undersigned has the full powers to execute it under a power of attorney dated..... granted to him by the bank.
- (10) That the bank guarantee can be invoked by the Principal General Manager Telecom DK TD Mangalore or any officer duly authorized by him in this behalf. The invocation of the Bank Guarantee in the manner indicated above will be regarded and deemed to be invocation of this Guarantee by the BSNL.

IN WITNESS WHEREOF the Bank has executed these presents the day and year therein above mentioned.

Signed and delivered by

**the Constituted Attorney
for and on behalf of the
Bank in the PRESENCE OF**

1. -----

2. -----

ANNEXURE – E
GUARANTEE FOR PAYMENT OF ROYALTY (IN CASE OF POSITIVE ROYALTY)
(ON NON JUDICIAL PAPER OF APPROPRIATE VALUE)

THIS DEED OF GUARANTEE IS MADE THIS..... DAY OFBY (NAME AND ADDRESS OF THE BANK) having its Regd. Office at (hereinafter called the "BANK") (Which expression shall unless excluded by or repugnant to the context include its successors or assignees) in favour of the Principal General Manager Telecom DK TD with its office at Mangalore.....(Hereinafter called "BSNL") Which expression shall unless excluded by or repugnant to the context include its successors or assignees).

WHEREAS BSNL accepted the Tender of M/s..... (hereinafter called the "Contractor") to execute the work of printing and supply of Telephone Directories with yellow pages and allied publications on turnkey basis for DK SSA vide BSNL letter No..... dated..... followed by agreement dated..... (hereinafter referred to as the said "CONTRACT").

AND WHEREAS, as per the said contract, the contractor is liable to pay the royalty of Rs._____ over a period of three years starting from the year 2010-11.

AND WHEREAS the said contract further provides that the Contractor shall furnish unconditional and irrevocable bank guarantee to the extent Rupees -----only, representing the royalty payable to the BSNL Delhi under the contract for each issue in order to secure and guarantee the payment of the said amount to the BSNL under the contract.

AND WHEREAS at the request of the contractor the bank has agreed to execute these presents.

NOW THE DEED WITNESSETH AND IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERE TO AS FOLLOWS:

(1) That the bank hereby agrees and undertakes that if in the opinion of the BSNL any default is made by the Contractor in paying the annual Royalty or any part thereof in terms of the contract agreement or the contractor commits default by not publishing the directory in terms of the agreement. Then on notice to the bank by BSNL, the bank shall merely on demand or without demur, and without reference to the contractor, immediately pay to BSNL, in any manner in which they may direct, the said amount of Rs.----- (Rupees -----only) or such portion thereof as has remained unpaid. The liability of the bank who pay is not dependent or conditional on the BSNL's Proceeding against the contractor and the bank shall be liable to pay the aforesaid amount as and when demanded of them merely on a claim being raised by BSNL and irrespective of any legal proceedings being taken against the contractor. Further the liability of the bank would not be affected by any proceedings commenced by any party including third party against the contract for challenging the legality or validity of the award of the present contract to the contractor or performance thereof by the contractor or BSNL or any part thereof.1(a) That on receipt of the demand for payment of the amount as aforesaid, it will not be open to the bank to challenge the said demand on any ground whatsoever including the formation of opinion about the default and as to the amount of annual royalty or part thereof remaining payable under the contract and such opinion of BSNL shall be final and binding on the bank as well as the contractor for the purposes of invocation of this Bank Guarantee. The notice of demand shall be in the form enclosed and when such notice is received, it shall be treated as notice in accordance with the terms of the Bank Guarantee.

(2) That the bank undertakes to pay the amount as may be demanded by the BSNL as aforesaid within 7 days of the receipt of the demand. In case the payment is not made within 7 days as aforesaid, the bank shall be liable to pay 21% interest Per annum, for the delay in payment. The payment of interest, however, in no case amounts to condoning the breach on the part of the bank in not paying the amount within 7 days and it shall be without prejudice to the right for any other remedies that may be permissible under the law to the BSNL.

(3) That the BSNL will have full liberty without reference to the Bank and without affecting this Guarantee, to postpone for any time or from time to time the exercise of any of the powers and rights conferred on BSNL under the contract with the said contractor which under law relating to the sureties would but for the provisions have the effect of releasing us.

(4) That the right of BSNL to recover the said sum of Rs..... (Rupees..... only) from us in the manner aforesaid will not be affected or suspended by reason of the fact that any dispute have been raised by the said contractor and/or whether any dispute or disputes are pending before any Officer, Tribunal, Arbitrator or Court.

(5) That the Guarantee herein contained shall not be determined or affected by the liquidation or winding up dissolution or change of constitution or insolvency of the said contractor but shall in all respect and for all purposes be binding and operative until payment of all money due to BSNL in respect of such liability or liabilities.

(6) That the liability of the bank under this Guarantee will be valid and remain in force for a period 36 (Thirty Six) months from the date of submission i.e. upto and unless a demand and/or claim is made by the BSNL within the said period, all the rights of the BSNL under the said Guarantee shall be forfeited and the bank shall be relieved and discharged from all liabilities thereunder. Provided, however, that if for any reason the BSNL makes a demand within the above period to the bank to keep the Bank Guarantee alive for further periods, the bank will be liable to extend the bank guarantee for such further period on the same terms and conditions except to the extent of the modified period. The bank will have no right to question such a demand made by BSNL and the same shall be final and binding upon the bank.

(7) The bank undertakes not to revoke the bank guarantee during its currency except with the previous consent of the BSNL in writing.

(8) That the bank declares that it has power to issue this Guarantee in favour of BSNL under its Memorandum and Articles of Association and the undersigned has the full powers to execute it under a power of attorney dated... granted to him by the bank.

(9) That the bank guarantee can be invoked by the Principal General Manager, Telecom D.K. TD Mangalore or any officer duly authorized by him in this behalf. The invocation of the Bank Guarantee in the manner indicated above will be regarded and deemed to be invocation of this Guarantee by the BSNL.

(10) IN WITNESS WHEREOF the Banks has executed these presents the day and year therein above mentioned.

Signed and delivered by

the constituted Attorney
for and on behalf of the
Bank in the PRESENCE OF

1. -----
2. -----

Whereas.....(hereinafter called "the BIDDER") has submitted its bid dated.....for the supply of.....vide Tender No.....dated.....KNOW ALL MEN by these presents that WE.....of.....having our registered office at.....(hereinafter called "the BANK" are bound unto Bharat Sanchar Nigam Limited (hereinafter called "the purchaser") in the sum of Rs.....for which payment will and truly to be made of the said Purchaser, the Bank binds itself, its successors and assigns by these present.

THE CONDITIONS of the obligations are:

1. If the Bidder withdraws his bid during the period of bid validity specified by the Bidder on the BID form or
2. If the Bidder, having been notified of the acceptance of his bid by the Purchaser during the period of bid validity
 - (a) fails or refuses to execute the contract, if required; or
 - (b) fails or refuses to furnish the Performance Security, in accordance with the instructions to Bidders.

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

This guarantee will remain in force as specified in clauses 1.5.5 and 1.5.6 of the Bid Document upto and including THIRTY (30) days after the period of bid validity and any demand in respect thereof should reach the Bank not later than the specified date/dates.

Signature of the Bank Authority:
Name:
Signed in Capacity of

Name & Signature of witness:

Full address of Branch:

Address of witness:

Tel. No. of Branch:

Fax No. of Branch:

Signature of the Tenderer
With Seal.

