BHARAT SANCHAR NIGAM LIMITED

(A Govt. of India Enterprise)

Office of the General Manager, BSNL, Guntur-522007

Tender Document

LIMITED TENDER FOR PRINTING AND SUPPLY OF FORMS IN BSNL, GUNTUR SSA FOR THE YEAR 2019-20

Tender No. GMTGTR/GENL/TENDER/Forms Printing /2019-20/1 DATED 25.06.2019

Document Number:

Bidder's Name & Address:

Cash Receipt no:
DD/ No.:
DD Date:
BANK:

Cost of Tender document: ₹ **590/-**

Signature of the Tenderer

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Signature of the Tenderer

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LIMITED TENDER FOR PRINTING AND SUPPLY OF FORMS IN BSNL, GUNTUR SSA FOR THE YEAR 2019-20

SECTION-I
NOTICE INVITING TENDER

1. Sealed tenders are invited by the General Manager, Telecom District, Guntur, from eligible Bidders for Limited Tender "PRINTING AND SUPPLY OF FORMS AND BOOKS IN BSNL , GUNTUR SSA" from the prospective agencies/firms.

2. **Nature of Work:** PRINTING AND SUPPLY OF FORMS AND BOOKS IN BSNL, GUNTUR. The requirement will be restricted to + / - 25% of the actual requirement mentioned below.

Sl.No.	Name of the Item	Size of the form/cover/Book (height x width in inches)	Quantity (Approx)	Specification/Description(Specimen copies can be seen in this office during the working hours)
1	Note sheet pads(100 Sheets)	8.3" x 11.7 "(A4)	500	Conquest paper with 70 GSM of A4, with left side margin, Upper corner having BSNL LOGO. Each note sheet pad should contain 100 sheets
2	NPC Applications (Land Line)	8" x 12"	20000	Printing on four pages with BSNL LOGO on first page only 70 GSM of A4 size paper
3	NPC Applications (FTTH)	8" x 12"	10000	Printing on two pages with BSNL LOGO on first page only 70 GSM of A4 Size paper
4	Broad Band Applications	8" x 12"	25000	Printing on two pages with BSNL LOGO on first page only 70 GSM of A4 Size paper
5	Shifting Applications	8" x 12"	7500	Printing on two pages with BSNL LOGO on first page only 70 GSM of A4 Size paper
6	Mobile Application(CAF)	8.5" x 13.5"	75000	Printing on one page with BSNL LOGO on first page only 70 GSM of Legal Size paper
7	Landline closures(2 app/sheet)	8" x 12"	10000	Printing on one page with BSNL LOGO on first page only 70 GSM of A4 Size paper

Signature of the Tenderer

8	Broadband closures(2 app/sheet)	8" x 12"	10000	Printing on one page with BSNL LOGO on first page only 70 GSM of A4 Size paper
9	Conversion / Facility Forms	8" x 12"	7500	Printing on one page without BSNL LOGO on first page only 70 GSM of A4 Size paper
10	Name transfer forms	8" x 12"	5000	Printing on one page without BSNL LOGO on first page only 70 GSM of A4 Size paper
11	SIM swap forms(2app/sheet)	8" x 12"	7500	Printing on one page without BSNL LOGO on first page only 70 GSM of A4 Size paper

3. The tender document is not transferable and its cost Rs.590/-, once paid shall not be refunded under any circumstances.

a. Start date and time for sale of tender documents : 10:00 Hrs of 26.06.2019

b. Last date and time for sale of tender documents : 16:00 Hrs of 10.07.2019

c. Last date & time for the receipt of completed tender document : 13:00 Hrs of 11.07.2019

d. Date and time of opening tender : 15:00 Hrs of 11.07.2019

e. Minimum Validity of tender offer :1 year from the date of opening

f. Duration of contract **:** One Year from the date of award of contract with an option of extension for a further period of one more year on the same rates, terms and conditions.

g. Earnest Money Deposit: Rs.6,250/- (Rupees Six thousand two hundred and fifty only)

h. Tender Opening Venue: The Chamber of AGM (Admn), Room No:224, 1st floor, O/o GMT , Chandra mouli nagar, Guntur-7.

Sd/-

Asst. General Manager (Admn),
O/o GM, Telecom, Guntur-522007

Signature of the Tenderer

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

Office of the General Manager, Telecom, Guntur-522007

Lr No. GMTGTR/GENL/TENDER/Forms Printing /2019-20/1 DATED 25.06.2019

S ECTION-II

SPECIFICATION, TERMS & CONDTIONS

1. **Eligibility of Bidders:**
   - The Indian companies, manufacturers, suppliers, retailer shops or firms registered in India
   - Having valid tendered items with required specifications.
   - Having supplied commercial orders of such items.
   - Having experience in the field for more than **one year**.

2. **Tender Documents:** Tender Document can be obtained from the Junior Telecom Officer, General section, C M Nagar, BSNL, Guntur – 522002 between 1000 hours and 1600 hrs on all working days. Cost of tender documents is Rs.590/- (Rupees Five Hundred and Ninety only) which can be remitted either by cash at the cash counter of the Accounts Officer (Cash) ,% GMT, Guntur or as a crossed Demand Draft obtained from any Public Sector/ Scheduled Bank in favor of "The Accounts Officer (Cash), BSNL, Guntur" payable at Guntur. Those collecting the tender document in person should produce the original cash receipt issued by the AO (Cash) or a crossed Demand Draft as stated above.

3. Tender forms can also be downloaded from the website **http://www.ap.bsnl.co.in** When tender form downloaded from the website is used, a Demand Draft / Cash receipt for Rs.590/- towards the cost of the tender documents as mentioned above must accompany with the bid otherwise the tender will be rejected summarily.

4. **Submission of Tender:** (a) The Tender documents should be submitted in Two sealed covers, Technical bid and financial bid separately, both the sealed covers are to be submitted in one sealed cover duly marked " **Limited Tender for Printing and Supply of forms and books in BSNL, GUNTUR SSA for the year 2019-20**". The duly completed and sealed bids with wax/pvc tape can be dropped in to the Tender Box kept in the chamber of AGM (Admn),Room No:224,1 st floor, O/o GMT, Guntur - 522007 or sent by Registered Post with Acknowledgement Due. (Address: AGM (Admn),Room No:224,1st floor, O/o The G.M. Telecom, BSNL, Chandramouli nagar, Guntur -522007. No separate acknowledgement will be given. BSNL will not be responsible for any delay in transit of tender sent by post or by any other means.
   (b) SAMPLE forms for each item of printing work and supply should be signed by the tenderer mentioned in the Tender form along with seal and should be submitted by the Tenderer with Tender form at the time of submission of the Tender. Without **SAMPLE forms** the rates quoted for that items of work will not be considered

Signature of the Tenderer

5. **Earnest Money Deposit (EMD):** Each bid shall be accompanied by an EMD (Bid Security) in the form of a **Cash Receipt** obtained on payment of cash at the cash counter of the Accounts Officer (Cash),O/o GMT, Guntur or as a **Demand Draft** obtained from any Public Sector/Scheduled Bank in favor of "The Accounts Officer (Cash), BSNL, Guntur", payable at Guntur. (Or as **Bank Guarantee** from any nationalized bank, valid for period of 180 days.)

Item	EMD Amount (Rs)
Printing and Supply of forms and books in BSNL, GUNTUR SSA for the year 2019-20	**Rs.6,250 /-**

6. **Security Deposit:** Successful bidder shall be required to furnish a Security Deposit of 10% of the estimated value and execute an agreement as prescribed under the tender documents.

7. **General:** If the last date of receipt/opening of Tender happens to be a holiday, tenders will be received and opened at the same time and venue as mentioned above on the next working day. All Tenders that are received after the last date and time prescribed above or are not accompanied by EMD (Bid Security) or valid documentary proof establishing any exemptions in the matter of EMD, besides the cost of the tender documents (if applicable) or are incomplete in any respect, or are prepared or submitted without strictly following the terms and conditions and instructions carried in the tender documents, shall be summarily rejected.

   The General Manager Telecom, BSNL, Guntur reserves the right to cancel the tender at any stage of the tendering process or accept or reject any or all the tenders received without assigning any reason.

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

9 **Bid document**

9.1 Bid document includes

a. Notice inviting Tender
b. Specification ,Terms & conditions
c. Technical bid
d. No Near relative certificate
e. Tender download certificate
f. Performance Security Bond Form
g. Letter of Authorization to attend bid opening
h. Financial bid

9.2 The bidder is requested to examine all instructions, forms, terms and specifications in the Bid Documents. Failure to furnish all the information required as per Bid Documents or submission of the bids not substantially responsive to the Bid Documents in every respect will be at the bidder's risk and may result in rejection of Bid. The Tenderer shall submit the tender form duly filled in and signed on all pages along with the prescribed EMD. In respect of forms downloaded from the BSNL Website, the cost of the tender document in the form of Demand Draft / cash receipt as prescribed shall also be submitted as part of the Bid.

9.3 A prospective bidder requiring any clarification on the Bid document shall notify the bidder in writing. The bidder shall respond in writing to any request for the clarification of bid document which it receives not later than 3 days prior to the date of opening of tender.

Signature of the Tenderer

10 Xerox copies of Documents required to be submitted for establishing Bidders Eligibility and Qualification.

(i) Partnership Deed or proprietorship deed or articles/Memorandum of Association as the case may be and power of attorney, if any
(ii) IT PAN Card
(iii) GST Registration Certificate
(iv) Previous experience in supply of material to the Central / State Govt. organizations / PSUs (Optional)
(v) Latest NSIC certificate if any, if the firm is registered under NSIC.
(vi) Sample papers for the Items mentioned in the Tender form duly signed by the Tenderer with Seal
(vii) Firm Registration certificate.

11 **Amendment to bid document.**

(i) At any time, prior to the date of submission of bid, BSNL may, for any reason whether at its own initiative or in response to a clarification required by a prospective bidder, modify the bid documents by amendments.

(ii) The amendments shall be notified in writing to all prospective bidders and these amendments will be binding on all bidders.

12 Documents comprising the bid.

(i)Technical bid: The bid prepared by the bidder shall comprise the following components.

(a) Documentary evidence established in accordance with clause 2 that the bidder is eligible to bid and is qualified to perform the contract if his bid is accepted.
(b) Cost of Tender form and Bid security (EMD) furnished in accordance with clause 11.
(c) Copy of PAN card, document of proprietary or partnership, GST registration or Declaration if turnover is less than 20 Lakh, Leased deed if any, Tender down load certificate, Experience certificate and vendor mandate form.

(ii) Financial bid: Bidder should fill the appropriate price schedule/Financial **bid section VIII** and place in separate sealed cover.

13 Bid Form: The bidder shall complete the Bid Form and the appropriate price schedule furnished in the bid document covering the services to be rendered as per **Section-I.**

14 Bid Price.

I. The supplier shall quote as per price schedule given in section VIII for all types of forms & books given in the schedule of requirement.
II. The price quoted by the bidder shall remain fixed during entire period of contract & shall not be subject to variation on any account. BID submitted with an adjustable price quotation will be treated as non-responsive and rejected.

15 Bid Security (Earnest Money Deposit)

15.1 Pursuant to point 5, the bidders must deposit Rs.6,250 /- (Rupees Six thousand two hundred and fifty only) as Bid Security(EMD) . The Bid security shall be in the form of Cash receipt / Crossed Demand Draft drawn in favor of Accounts Officer (cash) % G M Telecom., BSNL Guntur from any nationalized bank in Guntur.

15.2 EMD can also be paid by cash at the cash counter, % GENERAL MANAGER TELECOM, BSNL, Guntur between 10.00 hrs and 15.00 hrs on all working days up to the last date/time prescribed for receipt of completed tender documents. The receipt obtained shall be attached as part of the bid document.

Signature of the Tenderer

15.3 It is also open to the bidder to furnish EMD in the form of Bank Guarantee obtained from any scheduled Bank / nationalized bank and with a validity period of 180 days beyond the validity period of the bid as specified in Bank Guarantee Bond form for EMD in this tender document.

15.4 **The EMD made under this tender shall not carry any interest.** The Bid document received without production of proof towards the payment of Bid Security Deposit shall be liable rejected . No further correspondence in this regard is entertained.

15.5 The EMD will be refunded to unsuccessful tenderers after finalization of the tender, subject to fulfillment of the required formalities

15.6 Those who are submitting NSIC registration for EMD exemption should make sure that the certificate is valid and current and is having sufficient monetary limit. In the event of the NSIC registration being inapplicable with regard to this tender, the tender is liable to be rejected.

15.7 The successful bidder's security will be discharged upon the bidders' acceptance of the award of contract satisfactorily in accordance with clause 15 and furnishing the performance security.

15.8 **The Bid Security (EMD) may be forfeited.**

(a) If bidder withdraws his bid, during the period of bid validity specified by the bidder in the bid form.

(b) If the successful bidder

(i) Fails to sign contract in accordance with clause 18

(ii) Fails to furnish performance security in accordance with clause 2 of Section III

(iii) bid not secured in accordance with Para 11.1 shall be rejected by the BSNL as non-Responsive

(iv) Withdraws his offer during the validity period specified by the bidder in the bid form.

(viii) Or any bidder makes any modifications in the terms and conditions mentioned in the tender document.

16. Format and signing of bid:

16.1 All pages of the bid shall be signed by the bidder or a person duly authorized to bind the bidder to the contract.

16.2 The over writing/erasers in the bid made by the bidder shall be signed by the person signing the bid.

17. Submission of bid: (i) The qualifying bid should contain the documents in the mentioned in Para 3 & 7 of Section II along with section III, IV & V. The finance bid cover contains the bid form as mentioned in section VIII. The Tender documents should be submitted in two sealed covers as qualifying/technical bid and finance bid separately and super scribed as **"Technical Bid for LIMITED TENDER FOR PRINTING AND SUPPLY OF FORMS IN BSNL, GUNTUR SSA FOR THE YEAR 2019-20"** and **"Financial Bid for Supply LIMITED TENDER FOR PRINTING AND SUPPLY OF FORMS IN BSNL, GUNTUR SSA FOR THE YEAR 2019-20"**. Both the pasted covers with sample forms are to be submitted in one sealed cover duly marked " **LIMITED TENDER FOR PRINTING AND SUPPLY OF FORMS IN BSNL, GUNTUR SSA FOR THE YEAR 2019-20**".

(ii) The bids should be submitted duly sealed by Wax / with packing PVC tape and addressed to **Asst. General Manager (Admn) % General Manager Telecom., Chandramouli nagar, Guntur 522007** and super scribed as for **" LIMITED TENDER FOR PRINTING AND SUPPLY OF FORMS IN BSNL, GUNTUR SSA FOR THE YEAR 2019-20"** and should be dropped in the tender box kept in the office of **General Manager Telecom., Chandramoulinagar, Guntur 522007.**

(iii) Any bid received after the dead line for submission of bids, shall be rejected.

Signature of the Tenderer

18. **Bid opening:** Tenders will be opened at 15.00 hours on the date mentioned in the BID document. The venue of opening will be the Chamber of the Assistant General Manager (Admn), Room no: 224, 1st floor, O/o The GM Telecom, BSNL, Chandramouli Nagar, Guntur – 522007 or any other office authorized for the purpose by the General Manager, Telecom, Guntur,BSNL shall open bids by the constituted Tender opening Committee (TOC) in the presence of bidders or their authorized representative who wish to be present at the time of opening of bids on due date. Authorization letter to this effect shall be submitted by the bidder before they are allowed to participate in bid opening. (Format is given in **section VI).** Financial Bids of the eligible bidders only will be opened subsequently at a later date.

In case the date fixed for opening of bids is subsequently declared as holiday by the Government of India the revised schedule will be notified. However, in absence of such notification, the bids will be opened on next working day, time and venue remaining unaltered.

19. **Tender Evaluation:** Tender Evaluation shall be done in two stages

i) Technical bid Evaluation
ii) Financial bid Evaluation

19.1 Technical Bid Evaluation:

(i) The tender schedule shall contain all the relevant documents, shall be complete in all respects and shall be signed in all the pages. The tender shall then be evaluated for its technical compliances of the items tendered. To assist in the examination, evaluation and comparison of bids the BSNL may, at its discretion ask the bidder for the clarification of its bid. The request for clarification and the response shall be in writing. The tenders qualified in the technical evaluation, will only be considered for further evaluation of their financial bids and intimated accordingly.

(ii) BSNL reserves the right to disqualify such bidders who have a record of not meeting contractual obligations against earlier contract entered into with BSNL.

(iii) BSNL reserves the right to disqualify such bidders who have a record of not meeting contractual obligations against earlier contract entered into with BSNL.

19.2 Financial Bid Evaluation: The comparison in evaluation shall be with reference to the total net price of all the goods/ items inclusive of all taxes and levies if any as follows. The net price will be arrived as unit price (basic price inclusive of levies and taxes if any) multiplied by the total anticipated quantity of the material proposed to be purchased during the current tender period as detailed in SECTION II less discount offered if any.

If there is a discrepancy between words and figures the amount in words shall prevail prior to detailed evaluation, BSNL will determine the substantial responsiveness of each bid to the bid document. A substantially responsive bid is one, which conforms to all the terms and conditions of bid documents without material deviation. The bid determined as substantially non-responsive will be rejected by BSNL.

19.3 BSNL shall evaluate in detail and compare the substantially responsive bids and comparison of bids shall be on the price of the services offered. Inclusive of all levies and charges as indicated in the price schedule in section XII of the bid document.

19.4 The evaluation of tender will be done based on the total cost of the items

19.5 The Bidder may waive any minor infirmity or non-conformity or irregularity in a bid that doesn't constitute a material deviation, provided such waiver doesn't prejudice or affect the relative ranking of any bidder

19.6 The general Manager Telecom, Guntur reserves the right to waive off the any above mentioned documents at any stage in connection with the finalization of the tender.

19.7 The financial bid evaluation shall be based on the lowest and reasonable amount quoted. The work will be awarded to the successful tenderer after observing all the required formalities**.** It shall be open to the General Manager Telecom, Guntur to award the work to a bidder, who is not the bidder quoting the lowest rate, if he is of the opinion that it would be in the best interest of BSNL to do so.

20 Award of Contract.

(i) BSNL shall consider placement of letter of intent to those bidders whose offers have been found technically, commercially and financially acceptable. The bidder shall within 10 days of issue of letter of indent, give his acceptance along with performance security in conformity with **section VIII**.

(ii) No sub contracting is permissible by BSNL

21 **SECURITY DEPOSIT**

21.1 The successful tenderer will be required to remit Security Deposit for an amount equal to 10% of the total estimated value within a period of 7 days from the date of issue of the letter of intent or within the time limit prescribed by GENERAL MANAGER TELECOM, BSNL, and Guntur. The period of security deposit will be one year from the date of submission.

21.2 Security Deposit will not bear any interest.

21.3 Security Deposit shall be made by any of the following means:

(i) By cash to be paid at the cash counter of the AO(Cash), O/o GENERAL MANAGER TELECOM BSNL, Guntur.

(ii) By DD issued by any Scheduled/Public Sector Bank drawn in favor of Accounts Officer (Cash), BSNL, Guntur and payable at Guntur.

(iii) In the form of Bank Guarantee obtained from any scheduled Bank / nationalized bank and with a validity period of one year, specified in Bank Guarantee Bond form for Security Deposit in this tender document.

21.4 Pledge of security deposit will be released after satisfactory completion of tender period.

24.2 Security Deposit of the successful tenderer will be forfeited to BSNL in the following cases:

24.2.1 If after acceptance of the tender, the tenderer fails to carry out the work in accordance with the terms and conditions of the tender with in tender period or extension of tender period.

24.2.2 If any damage is caused to any of the property of BSNL or state/central Govt. property or public property or other private property by the items supplied under this tender.

24.2.3 If Any failure or delay to act in accordance with the terms and conditions of the tender

24.2.4 If Any action or inaction on the part of the tenderer which results any direct or indirect loss/damage to BSNL.

25 **Right to vary quantities:** BSNL reserves the right at the time of award of contract to increase or decrease up to 25% of the required quantity of services specified in the schedule of requirements without any change in hiring charges of the offered quantity and other terms and conditions.

26 Signing of Contract:

26.1 The successful tenderer will be required to execute an agreement on non-judicial stamped paper of the value of ₹ 100/- (Rupees one hundred only) after remitting the required Security Deposit. Failure of execution of agreement within a stipulated period or any extended period shall result in the cancellation of letter of intent and forfeiture of EMD.

26.2 Signing of Agreement shall constitute the award of hiring contract on the bidder. The contract shall be valid and shall remain in full force from the date of signing of the agreement and until the expiry of a period of twelve months beyond the date of expiry of the extension period of tender.

26.3 Upon the successful bidder furnishing the performance security the BSNL shall discharge its bid security in pursuance to clause -11.

26.4 The GMTD Guntur has full right & discretion to award the contract for more than one bidder at the same rate of the class of the vehicles.

27 Annulment of Award:

27.1 Failure of the successful bidder to comply with the requirement of clause 19 shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security in which event BSNL may make the award to any other bidder at the discretion of BSNL or call for new bids.

27.2 The tender may be awarded to more than one tenderer at the lowest approved rates . The bidder with the lowest evaluated price will be considered for about 30 % of tendered quantity and the balance quantity will be ordered on the remaining selected bidders. However the BSNL reserves the right for placement of full tendered quantity on the lowest bidder.

27.3 BSNL reserves the right to terminate the contract at any time during the contract period if the performance of the tenderer, as assessed by the General Manager Telecom, Guntur is considered unsatisfactory. In the event of termination of the contract on account of unsatisfactory performance of the tenderer, the Security Deposit made by the tenderer shall stand forfeited without prejudice to the right of BSNL for any other action under the provisions of the contract

28 Period of validity of bids:

(i) The bid shall remain valid for 365 days after the date of opening of bids. A bid valid for a shorter period shall be rejected by BSNL as non-responsive.

(ii) A bidder accepting the request of BSNL for an extension to the period of bid validity, in exceptional circumstances, will not be permitted to modify his bid.

29 Payment of the bills: Bills are to be submitted in duplicate for arranging the payment . The monthly payment will be made online transfer to the bank account duly deducting the Income Tax as per the rates and other notified by the Government of India time to time.

30 Duration of Contract:

30.1 One year from the date of award of contract with an option of extension for a further period of one year on the same rates, terms and conditions. The GMTD Guntur has rights to cancel the tender at any stage. Similarly the GMTD is having rights to extend/reduce the scope of the tender to procure additional quantities if required, or reduce the quantities below the estimation.

30.2 Extension beyond 1(one) year on same terms and conditions, if it is mutually agreeable **.**

Signature of the Tenderer

31 TERMINATION OF CONTRACT

31.1 BSNL shall have the discretion to terminate the contract without assigning any reasons by means of a written notice issued to the address of the contractor as available in the records of BSNL. The contract shall stand terminated on the expiry of thirty days from date of such notice.

31.2 Unsatisfactory performance or non-adherence to terms and conditions applicable under this tender or non-compliance with the instructions issued during the currency of contract to the tenderer or the personnel made available by the tenderer shall be considered as breach of agreement and the contract shall be terminated at the discretion of the General Manager Telecom, BSNL, Guntur.

31.3 When the contract is sought to be terminated for unsatisfactory performance on the part of the contractor, BSNL shall issue a notice in writing to the contractor communicating the intention of BSNL to terminate the contract on grounds of performance deficiencies on the part of the contractor. The contract shall stand terminated without any further communication on the expiry of fifteen days after the date of such a notice unless the General Manager Telecom, Guntur decides otherwise and such a decision is communicated to the contractor in writing before the expiry of the said notice period.

31.4 In all cases where the contract is terminated on grounds of breach of contract, unsatisfactory performance or other deficiencies on the part of the contractor, the Security Deposit and Performance Security made by the contractor under this tender shall be forfeited fully and irrevocably to BSNL. The forfeiture of Security Deposit shall be without prejudice to any other action that BSNL may take to make good any loss or damage it has suffered or for which it becomes liable on account of the any action or inaction on the part of the tenderer or on the part of any personnel provided by the tenderer or on account of the termination of the contract. In addition to it, BSNL may black list the contractor so as to prohibit the tenderer from participating in any future tender of BSNL for a minimum period of three years from the date of termination of the contract.

31.5 The decision on whether termination of the contract is warranted on account of unsatisfactory performance or not or any loss or damage is recoverable from the contractor and its monetary values shall be the sole prerogative of the General Manager Telecom, Guntur and his decision shall be final and binding on the contractor.

31.6 Any communication to the last known postal address will be sufficient for any purpose of written communication. Any plea of absence from headquarters or change of address will not be acceptable to establish non-receipt of communication on the part of the tenderer.

31.7 BSNL reserves the right to black list a bidder for a suitable period in case he fails to honor his bid without sufficient ground.

37 TERMINATION FOR DEFAULT

a. The BSNL may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to supplier, terminate this contract in whole or in part.

b. If the Supplier fails to deliver any or all of the forms ordered within the time period(s) specified in the contract or any extension thereof granted by the BSNL.

c. If the Supplier fails to perform any other obligation(s) under contract and

d. If the Supplier, in either of the above circumstances, does not remedy his failure within a period of 30 days (or such longer period as Purchaser may authorize in writing) after receipt of the default notice from BSNL

e. BSNL may without prejudice to other rights under law or the contract provided get the hiring of vehicles done at the risk and cost of the contractor, in above circumstances.

Signature of the Tenderer

f. In the event BSNL terminates the contract in whole or in part, the BSNL may procure, upon such terms and in such manner, as it deems appropriate, forms ordered similar to those undelivered and the supplier shall be liable to the BSNL for any excess cost for such similar forms ordered. However, the supplier shall continue performance of the contract to the extent not terminated.

38 **RIGHTS OF GENERAL MANAGER TELECOM, BSNL, GUNTUR.**

a. The General Manager Telecom, BSNL Guntur reserves the right to accept or reject any bid OR to cancel the bidding process and reject all bids, at any time prior to the award of contract without assigning any reason and without thereby incurring any liability to the affected bidder or bidders on the grounds of such action.

b. The General Manager Telecom, BSNL, Guntur shall be the final authority for deciding the bidder to whom the work will be awarded and his decision shall be final and binding all parties involved in this tender.

c. The General Manager Telecom, BSNL, Guntur reserves the right to terminate the contract as provided under these documents. Such termination of the contract shall be without prejudice to any other penal action that may be taken against the tenderer within the terms and conditions of this tender.

d. The General Manager Telecom, BSNL, Guntur shall not be held responsible for any loss or damage suffered by the tenderer as a result of the cancellation of the tender, letter of intent, work order or contract.

e. The decision with regard to the quality of performance of the contractor shall vest solely with the General Manager, Telecom, BSNL, Guntur and his decision on it shall be final and binding on all.

f. The tenderer will be bound by all terms and conditions and specifications as detailed in the tender document. Any bid with conditions other than those specified in the tender document is liable to be summarily rejected. No modification by the tenderer of any of the conditions shall be permitted either before or after the tender is opened.

g. The General Manager Telecom, BSNL, Guntur may waive any minor infirmity or non-conformity or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of the bidder.

h. Submission of bid against this tender shall bind the bidder for the acceptance of all the conditions specified herein unless otherwise agreed by BSNL in writing.

39 NO NEAR RELATIVES WORKING IN BSNL

a. At the time of submission of tender documents the tenderer has to submit a declaration that NO NEAR RELATIVE OF THAT TENDERER is working in the BSNL in any capacity. The company or firm or any other person is not permitted to tender if his relatives viz.

1. members of Hindu undivided family
2. Their Husband and wife
3. The one is related to other in the manner as father, mother, son(s) and son's wife (daughter in law), daughter, daughter's husband (son-in-law), brothers, brothers' wife, sisters and sister's husband are working in BSNL.

b. If it comes to the notice, after awarding the contract, that the tenderer is having a relative working in BSNL or is a be-nami to any other person, penal action will be taken like cancellation of contract and forfeiture of security deposit or imposition of any other penalty as deemed fit by the General Manager, Telecom, BSNL, Guntur.

Signature of the Tenderer

40 DISPUTES / ARBITRATION:

40.1 In the event of any question, dispute or difference, arising under this agreement connection therewith except as to matter the decision of which is specifically provided under this agreement, the same shall be referred to sole arbitration of the **Chief General Manager, Andhra Pradesh Circle, Vijayawada** or in case his designation is changed or his office is abolished then in such case to the sole arbitration of the officer for the time being entrusted whether in addition to the functions of the Chief General Manager, Andhra Pradesh Circle, Vijayawada or by whatever designation such officers may be called (hereinafter referred to as the said officer) and if the Chief General Manager, Andhra Pradesh Circle. Vijayawada or the said officer is unable or unwilling to act as such to the sole arbitration or some other person appointed by the Chief General Manager, Andhra Pradesh Circle, Vijayawada or the said officer. The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act, 1996. There will be no objection to any such appointment that the arbitrator is a BSNL/Government Servant or that he has dealt with the matter to which the agreement relates or that in the course of his duties as BSNL/ Government Servant he has expressed views on all or any of the matter under dispute. The award of the arbitrator shall be final and binding on the parties. In the event of such arbitrator to whom the matter is originally referred, being transferred or vacating his office or being unable to act for any reasons whatsoever such Chief General Manager, Andhra Pradesh Circle, Vijayawada or the said officer shall appoint another person to act as arbitrator in accordance with terms of the agreement and the person so appointed shall be entitled to proceed from the stage at which it was left out by his predecessors.

40.2 The arbitrator may from time to time with the consent of parties enlarge the time for making and publishing the award, subject to aforesaid Indian Arbitrator and Conciliation Act, 1996 and the Rules made hereunder, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under the clause.

40.3 The venue of the arbitration proceeding shall be the Office of the General Manager Telecom, BSNL, Guntur or such other places as the arbitrator may decide. The following procedure shall be followed

40.4 In case parties are unable to reach a settlement by themselves, the dispute should be submitted for arbitration in accordance with Contract agreement.

40.5 There should not be a joint submission with the Tenderer to the sole arbitrator

40.6 Each party should submit its own claim severally and may oppose the claim put forward by the other party.

40.7 The onus of establishing his claims will be left to the tenderer.

40.8 Once a claim has been included in the submission by the Tenderer, a reiteration or modification thereof will be opposed.

40.9 The “points of defense” will be based on actual conditions of the contract.

40.10 Claims in the nature of ex-gratia payments shall not be entertained by the Arbitrator as those are not contracted.

40.11 The question whether these conditions are equitable shall not receive any consideration in the preparation of “points of defense”.

40.12 If the tenderer includes such claims in his submission, the fact that they are not contractual will be prominently placed before the Arbitrator.

Signature of the Tenderer

40.13 All litigation related to this tender shall be within Guntur SSA area courts only.

41 FORCE MEJEURE

41.1 If any time, during the continuance of this contract, the performance in whole or in part by either party or any obligation under this contract shall be prevented or delayed by reason of any war, or hostility ,acts of the public enemy, civil commotion sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, act of God, provided notice of happenings, of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such any event be entitled to terminate this contract nor shall either party have any such claim for damages against the other in respect of such non-performance and work under the contract shall be resumed as soon as practicable after such event may come to an end or cease to exist, and the decision of the BSNL as to whether the work has been so resumed or not, shall be final and conclusive, provided that if the performance, in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days either party may, at his option terminate the contract.

41.2 Provided, also that if the contract is terminated under this clause, the Purchaser shall be at liberty to take over from the Supplier at a price to be fixed by the purchaser, which shall be final, all unused, undamaged and acceptable materials, bought out components and stores in course of manufacture which may be in possession of the Supplier at the time of such termination or such portion thereof as the purchaser may deem fit, except such materials, bought out components and stores as the Supplier may with the concurrence of the purchaser elect to retain.

42 **SET OFF:** Any sum of money due and payable to the tenderer including security deposit refundable to him under this contract shall be appropriated by BSNL and set off the same against any claim of BSNL for payment of a sum of money arising out of this contract or under any other contract made by the tenderer with BSNL.

Sd/-

Asst. General Manager (Admn),
O/o GM, Telecom, Guntur-522007

Signature of the Tenderer

Section-III

Technical bid

From

To
The General Manager Telecom
% BSNL,C M Nagar
Guntur-522 007.

Sir,

Sub : Tender for Printing and supply of Forms for the year 2019-20 –Reg.

Ref : **Tender No. GMTGTR/GENL/TENDER/Forms Printing /2019-20/1 DATED 25.06.2019**

.....

I/we have gone through to the terms and conditions mentioned in the said **Tender No. GMTGTR/GENL/TENDER/Forms Printing /2019-20/1 DATED 25.06.2019** and having understood the same, I/we shall abide by the same.

I/we hereby quote my/our rates as mentioned in the prescribed proforma of tender form. These rates are inclusive of all taxes, freight, handling charges and free of door delivery.

Yours faithfully,

Place :

Date :

Signature and seal of the Tenderer.

Signature of the Tenderer

Section-IV

No-Near relative certificate

I / We……S/o…… hereby certify that none of my relative(s) ,as defined in the tender document is/are employed in BSNL units as per definitions given in tender document. In case, at any stage, it is found that the information given by me/us is false/ incorrect, BSNL shall have the absolute right to take any action as deemed fit / without any prior intimation to me/us.

Signature of the Tenderer / Authorized Signatory

Place ……

Date …….

Signature of the Tenderer

Section-V

Tender Download CERTIFICATE

(FOR TENDER DOCUMENT DOWNLOADED FROM INTERNET)

I, …… (Authorized Signatory) hereby declare that the tender document submitted has been downloaded from the website www.ap.bsnl.co.in no addition/deletion/correction has been made in the downloaded tender document. I also declare that I have enclosed a DD for Rs…… towards the cost of bid document along with the tender.

Signature of the Tenderer / Authorized Signatory

Place ……

Date ……..

Name of the Tenderer ……

Signature of the Tenderer

SECTION VI

LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

(To reach on _____or before date of bid opening)

To
The General Manager,
Bharat Sanchar Nigam Limited,
Guntur.

Sub:- Authorization for attending bid opening on_____(date) in the tender of_____.

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

Order of preference	**Name**	**Specimen Signature**
I		
II		

Alternate Representative

Signature of bidder

or

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

Note: I. Maximum of two representatives will be permitted to attend bid opening. In cases where it is restricted to one, first preference will be allowed. Alternate representative will be permitted when regular representatives are not able to attend.

2. Permission for entry to the hall where bids are opened may be refused in case authorization as prescribed above is not received.

Signature of the Tenderer

SECTION VII

PERFORMANCE SECURITY BOND FORM

1. In consideration of Bharat Sanchar Nigam Ltd., New Delhi(hereinafter called the BSNL., New Delhi) having agreed to exempt……hereinafter called the said contractor(s) from the demand of security deposit/earnest money of Rs._____on production of Bank Guarantee for Rs._____ For the due fulfillment by the said contractors of the terms and conditions to be contained in an Agreement in connection with the contract for supply of._____We, name of the bank _____(hereinafter referred to as "the Bank") at the request of _____contractors do hereby undertake to pay to the BSNL, _____an amount of not exceeding _____, against any loss or damage caused to or suffered or would be caused to or suffered by the BSNL_____by reason of any breach by the said contractors of any of the terms and conditions contained in the said agreement.

2. We name of the bank_____do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the BSNL, _____stating that the amount claimed is due by way of clause or damages caused to or would be caused to or suffered by the BSNL, _____reason of breach by the said contractors of any of the terms and conditions contained in the said agreement or by reason of the contractors failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this guarantee where the decision of the BSNL_____ in these counts shall be final and binding on the bank. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs._____

3. We undertake to pay to the BSNL, _____any money so demanded not withstanding any disputes raised by the contractor(s)/supplier(s) in any suite or proceeding pending before any court or tribunal relating there to our liability under the present being absolute and equivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under the contractor(s) supplier(s) shall have no claim against us for making such payment.

4. We (name of the bank) further agree that the guarantee herein contained shall remain in full force and effect immediately for a period of one year from date herein and further agrees to extend the same from time to time (one year after) so that it shall continue to be enforceable till all the dues of the BSNL _____under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till BSNL.,_____certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor(s) and accordingly discharge this guarantee.

5. We (name of the bank) further agree with the BSNL, _____ that the BSNL _____shall have the fullest liberty without our consent and without effecting in any manner our obligations hereunder to vary the terms and conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time to time. Any of the powers exercised by the BSNL, _____against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not

be relieved from our liability by reason of any such variation, or extension being granted to the said contractor(s) or for any forbearance and or any omission on the part of the BSNL _____ or any indulgence by the BSNL _____in the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s)/supplier(s).

7. This guarantee shall be irrevocable and the obligations of the Bank herein shall not be conditional to any prior notice by BSNL.

Dated:_____

For_____

(indicating the name of the bank)

NB. This guarantee should be issued on non-judicial stamped paper, stamped in accordance with the stamp etc.

Signature of the tenderer

SECTION – VIII
FINANCIAL BID

From:

To
General Manager Telecom
%General Manager, BSNL,
Guntur-522 007.

Sir,

Sub:-Tender for printing and supply of Forms - FINANCIAL BID – Reg.
Ref:-Your Tender GMTGTR/GENL/TENDER/Forms Printing /2019-20/1 DATED 25.06.2019

I have read the tender notice cited above carefully. The terms and conditions stipulated therein are acceptable to me. I declare that I will abide by all the terms and conditions. I am herewith quoting the rates for the following items of the tender. Sample paper of each item duly signed & affixing stamp are enclosed here with.

Rate quoted per each Form\ Book \ Cover \ Envelope\ set of forms

Sl.No.	Name of the Item	Size of the form/cover/Book (height x width in inches)	Unit	Rate in Rs. (in figures)	Rate in Rs. (In Words)
1	Note sheet pads(100 Sheets)	8.3" x 11.7 "(A4)	Per pad (100 sheets)		
2	NPC Applications (Land Line)	8" x 12"	Per each 1000 no.s		
3	NPC Applications (FTTH)	8" x 12"	Per each 1000 no.s		
4	Broad Band Applications	8" x 12"	Per each 1000 no.s		
5	Shifting Applications	8" x 12"	Per each 1000 no.s		
6	Mobile Application(CAF)	8.5" x 13.5"	Per each 1000 no.s		
7	Landline closures(2 app/sheet)	8" x 12"	Per each 1000 no.s		
8	Broadband closures(2 app/sheet)	8" x 12"	Per each 1000 no.s		
9	Conversion / Facility Forms	8" x 12"	Per each 1000 no.s		
10	Name transfer forms	8" x 12"	Per each 1000 no.s		
11	SIM Swap forms(2 apps/sheet)	8" x 12"	Per each 1000 no.s		

Signature of the Tenderer

(The above rates are quoted including all charges i.e. transportation/handling /door delivery charges etc…excluding GST)

Signature of the Tenderer

SECTION – IX

VENDOR MANDATE FORM FOR RTGS-NFTE

1. NAME OF THE PARTY:

2. ADDRESS:

TEL. NO:

MOBILE NO:

PARTICULARS OF BANK ACCOUNT:

i) BANKNAME:

BRANCH NAME & ADDRESS:

ii) BANK'S TELEPHONE NO:

iii) NINE DIGIT CODE NO:TO THE BANK & BRANCH AS APPEARING ON TI MICR CHEQUE ISSUED BY THE BANK :

iv) ACCOUNT TYPE WITH IFSC CODE:

v) BANK ACCOUNT NUMBER:

vi) PAN NO:

3. DECLARATION BY THE PARTY:

I hereby declare that the particulars given above are correct and complete, if transaction is delayed or not effected at all for reasons of incomplete or incorrect information, the user institution i.e. BSNL will not be held responsible. I have understood the scheme and agree to discharge the responsibility expected of me as a participant under the scheme.

Date: **Signature of the Party**

4. Certified that the particulars furnished above are correct as per our records.

Signature of the Authorized official from the bank.

Signature of the Tenderer

SECTION - X

CHECK LIST FOR TENDER SUBMISSION:

Technical Bid: Following documents should be placed in separate cover with tender document

i) Tender document should duly sign on all pages.
ii) Tender cost :Rs.590/- DD/Cash receipt paid at AO(Cash),%GM BSNL
iii) Tender Security(EMD): Rs.6250 /- in the form of DD / Cash receipt paid at AO(Cash),%GM BSNL
iv) Technical bid form-duly filled(Section – III)
v) No near Relative Certificate-duly filled(Section – IV)
vi) Tender download certificate-duly filled(If applicable)(section-V)
vii) Letter of Authorization (if applicable)(Section-VI)
viii) Firm registration certificate
ix) document of proprietary of the firm or partnership(if applicable)
x) copy of PAN card,
xi) Copy of GST Registration / Declaration if turnover is less than 20 Lakh per year ,
xii) Experience certificate,
xiii) Vendor mandate form.
xiv) Sample application forms with signature, as specified in section-I

Financial BID: **(**Section VIII) duly filled and placed in separate cover.

Signature of the Tenderer