

**BID DOCUMENT**

***E-Tender For Supply and Printing of Telephone Bills, And  
Post Printing Services in Shimla SSA***

**O/o GENERAL MANAGER TELECOM DISTRICT SHIMLA**



**BHARAT SANCHAR NIGAM LTD.**

**Bharat Sanchar Nigam Limited  
(A Govt. of India Enterprise)  
O/o General Manager Telecom District  
Shimla - 171009 (HP).**

**BID DOCUMENT**

**E-Tender For Supply and Printing of Telephone Bills, And Post Printing Services in Shimla SSA**

**PART-A TECHNICAL BID**

**Particulars of Issue of Tender Document.**

**EMD Particulars:**

<b>Receipts No.</b>	<b>Dated :</b>
<b>Demand Draft No.</b>	<b>Dated :</b>
<b>Issued By (Name of Bank)</b>	

Signature of the contractor

Date of Payment	
Name of the Party	

## SECTION-I

**Bharat Sanchar Nigam Limited  
(A Govt. of India Enterprise)  
O/o General Manager Telecom District  
Shimla - 171009 (HP).**

### **Notice Inviting Tender**

**NIT No: 002/511/2016-17/Tender/ Printing Bills/Plg/SML/08**

**Dated 17.06.2016**

Sealed e-tenders (Wax or PVC tape sealed) are invited by GMTD Shimla (HP) on behalf of Bharat Sanchar Nigam Limited from experienced Contractors for Supply and Printing of Telephone Bills and post Printing Services in Shimla SSA as per detail given below.

Sr. No.	Name of Work	Estimated cost in (Rs.)	Bid Security / EMD in (Rs.)	Cost of Tender Document ( Rs.)
1.	Tender For Supply and Printing of Telephone Bills, And Post Printing Services in Shimla SSA	<b>837090-00</b>	<b>20927.00</b>	<b>569-00 (Including VAT)</b>

Note :

- (i) Intending eligible bidders may visit <http://www.tenderwizard.com/BSNL>.
- (ii) All the documents enumerated in Clause no 3 of Section-IV of Tender Document should be scanned and uploaded on website <https://www.tenderwizard.com/BSNL> within the time period of bid submission.

### **1. Eligibility Criteria:**

- (a) The prospective bidders should also satisfy following conditions :

He should have completed similar work in BSNL/MTNL/PSU/Govt. Department/Private Companies as per detail given below during last Three years ending last day of month previous to one in which the tenders are invited:

- I. Three similar completed works each costing not less than the amount equal to 40% of estimated cost of the section for which he applies. OR
  - II. Two similar completed works each costing not less than the amount equal to 50% of estimated cost of the section for which he applies. OR
  - III. One similar completed works costing not less than the amount equal to 80% of estimated cost of the section for which he applies.
- (b) Documents establishing bidder's eligibility and qualifications in accordance with Clause No. 3 of Section IV of tender document. Tender Document containing detailed description of work can be had from SDE(Planning)o/o GMTD Shimla on a payment of Rs. 569/- (Rs. Five Hundred Only, non refundable) on all working days between 11:00 hours to 15.00 hours .The payment will be accepted in the form of Cash/Cross Demand Draft

drawn on any scheduled bank in Shimla in favour of AO (Claim) % GMTD Shimla on or before date of opening of tender .

The duly filled in Tender document, as per instructions, along-with prescribed bid security in form of a DD (Demand Draft) payable to AO (Claim) O/o GMTD Shimla should be submitted detailed as under :

Date/Time of Sale of Tender form	18.07.2016 upto 11:00 Hrs
Date/Time of submission bid online (e-tender)	18.07.2016 upto 15:00 Hrs .
Date/Time of submission bid (Hard Copy) to AGM(Planning) O/o GMTD Shimla	19.07.2016 upto 14:30 Hrs .
Date of opening the tender:-	19.07.2016 at 15.00 hrs.

2. Bid Security amount required to be attached with tender form & shall be in the form of crossed demand draft on any Scheduled Bank in favour of AO (Claim) o/o GMTD Shimla 171009 . Tender without Bid Security shall not be entertained.
3. In case the last date of submission/opening of the tender happens to be a holiday, the next working day shall be treated as date of submission/opening of tender, if not mentioned otherwise.
4. The tender will not be opened if it is not wax/ properly sealed.
5. All the rules, terms & conditions are mentioned in the tender form.
6. The GMTD Shimla reserves the right to accept/cancel the tender or any bid without assigning any reason, whatsoever.

**7. Important Instruction to Bidders Regarding Online Tendering (E-Tendering) :**

- (i) Bidder is required to have class 3 digital signature certificate (DSC).
- (ii) Every bidder has to get himself registered on [www.tenderwizard.com/BSNL](http://www.tenderwizard.com/BSNL). He has to pay online registration charges depending on his category to M/s ITI Limited ([tenderwizard.com](http://tenderwizard.com)) while having registration. The payment will be made online.
- (iii) For Registration: open website [www.tenderwizard.com/BSNL](http://www.tenderwizard.com/BSNL) >> Register Me >> Read Instruction Carefully >> Fill Form >> Upload Credential Documents >> Make Registration Charges Payment >> Save Acknowledgement >> Send request Letter on your letter pad (scanned copy) alongwith the documents you uploaded while having registration through email to [twhelpdesk680@gmail.com](mailto:twhelpdesk680@gmail.com) to activate your User Id. After sending of request letter and other documents by you, your user id will be activated within one working day and you will be intimated through email. After activation of your user id you will be able to login.
- (iv) To request for tender documents and participate in tender, bidder has to request/apply online through [www.tenderwizard.com/BSNL](http://www.tenderwizard.com/BSNL) .
- (v) For any help, please contact on 011-49424365 or 0172-3953753. A user manual for vendor (bidder) is also available. (Home page >>Click to view latest circulars / Formats / Manuals >> General >> Vendor Manual\_New Version >> Vendor\_Detailed\_HELP\_MANUAL\_BSNL. )

- (vi) Bidder has to pay online registration fees to ITI Limited as prescribed at [www.tenderwizard.com/BSNL](http://www.tenderwizard.com/BSNL) for getting registered for e-tendering. Other than that bidder has to pay processing fees as applicable for each tender depending on the estimated cost of the tender which can be viewed online on [www.tenderwizard.com/BSNL](http://www.tenderwizard.com/BSNL).

The bid can only be submitted after uploading mandatory documents like Demand draft or Pay order or banker's cheque or BSNL payment slip for bid document cost and EMD in favour of Account Officer (Claim)O/o GMTD BSNL, Shimla , H.P.

**AGM (Planning)**  
**O/O GMTD Shimla**

**Phone no. 0177-2626344**

**SECTION – II**

**BID FORM**

To

**The G.M.T.D.  
Block-35 SDA Complex  
Kasumpti Shimla-9**

Dear Sir,

Having examined the conditions of contract and specifications including addenda, the receipt of which is hereby duly acknowledged, we, undersigned, offer do the **Supply and Printing of Telephone Bills, duplicate bills and Post Printing Services** in Shimla SSA in conformity, conditions of contract and specifications as may be ascertained in accordance with the schedule of prices attached herewith and made part of this bid. We undertake, if our Bid is accepted, we will execute the work in accordance with specifications, time limits & terms and conditions stipulated in the Tender document.

If our Bid is accepted, we shall submit the securities as per the conditions mentioned in the contract.

We agree to abide by this Bid for a period of 150 days from the date of opening of Qualifying Bid and it shall remain binding upon us and may be accepted at any time before the expiry of that period.

Until a format Agreement is prepared and executed, this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.

Bid submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.

Dated :

Signature of Authorized signatory  
In capacity of :  
Duly authorized to sign the bid for and  
on behalf of

Witness :  
Address :  
Signature :

**SECTION - III**  
**INFORMATION ABOUT TENDERERS**  
 To be furnished with the tender)

01	Name of the Firm	
02	Name of the Person Signing the Tender	
03	Address of the Firm	
04	Telegraphic Address	
05	Tel. No. (with STD code)	
06	Registration & Incorporation Particulars of the Firm: I. Proprietorship II. Partnership III. Private Limited. <i>(Please attached attested copies of the documents of registration/incorporation of your firm with the competent Authority as required by Business Law)</i>	
07	Name of Proprietor/Partner/Director(s)	
08	Particulars of Experience :	
09	Infrastructural Capabilities :	
10	Whether any relatives working in BSNL (If YES, list of the relatives must be submitted with full details (Name, Relation, Official address & Residential address)	
11.	Service Tax No.	
12.	PAN No.	

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

Place :

Dated :

Signature of Bidder/Authorised Signatory.....

Name of Bidder :

## SECTION – IV

### OTHER TERMS AND CONDITIONS OF THE TENDER

1. Tender duly sealed with wax/PVC tape marked with name of work as well as bidder should be addressed to AGM(Planning) O/o GMTD, Shimla (HP)-171009.

2. **Submission of bid: -**

- (i) **SUBMISSION OF BID (Hardcopy) :-**

The bid should be submitted in one cover which shall be duly marked “**Technical Bid**” and it shall contain:

1. Eligibility Documents as per Clause No: 3 of Section-IV.
2. Bid security as per NIT of Bid document.
3. Complete bid document duly signed by the authorised representative on each page.

The envelope and shall be addressed to the purchaser at the following address:

**AGM(Planning)  
o/o GMTD Shimla  
SDA Complex Block-35  
Kasumpti Shimla-9,**

- (ii) **ONLINE SUBMISSION OF BIDS:-**

Tender should be submitted online on the website <http://www.tenderwizard.com/BSNL> and all the uploaded documents except the price bid shall be deposited in a wax/tape sealed envelope to **AGM(Planning) O/o GMTD Shimla SDA Complex Block-35 Kasumpti Shimla-9**, on as per schedule in Section-I of NIT .

3. **DOCUMENTS TO BE SUBMITTED ALONGWITH TECHNICAL BID:-**

- 3.1. Tender document(s), in original, duly filled in and signed by Bidder or his authorized representative along with seal on each page. All corrections and over writing must be initialled with date by the Bidder or his authorized representative.
- 3.2. An undertaking to be submitted by the bidder that he is solely responsible for implications if any arises under Printing Act .
- 3.3. EMD and Cost of bid document in the form of DD in case of downloaded document.
- 3.4. The contractors who possess experience of having successfully completed the Printing works in BSNL/MTNL, State or Central Govt. departments or PSUs and also have received the payment for such works to the extent equal to or more than estimated cost of work put to tender during preceding 3 financial years including current year upto one month previous to date of opening of tender are eligible to participate in the tender. The contractor shall submit attested copies of experience certificate issued by an officer not below the rank of AGM/CAO or equivalent officer.
- 3.5. (i) Attested copy of certificate of incorporation of Firm in case of Limited Company,  
Or  
(ii) The Affidavit duly attested by “NOTARY” of Sole Proprietorship in case of Proprietary concern,  
Or  
(iii) Attested copy of Partnership Deed in case of partnership concern.
- 3.6. “Power of Attorney” in case person other than bidder has signed the bid form.



- 3.7 Affidavit duly attested by “NOTARY” regarding No near relative on Rs. 10/-stamp paper as per section-VI (Please ensure that “No near relative certificate” as per annexure VI is to be signed by all the partners of the firm/directors of the company).
- 3.8 Attested Photocopy of Service Tax/VAT Registration if applicable.
- 3.9 Attested copy of PAN of the firm/Proprietor.
- 3.10 Declaration to be submitted by the bidder that no alteration/modification/ change have been made in original document.
- 3.11 An undertaking to be submitted by the bidder regarding the genuineness and correctness of all documents and certificates submitted along with the bid .

4. **BID OPENING:-**

**OPENING OF BIDS BY THE BSNL**

- 4.1 The BSNL shall open the bids in the presence of bidders or his authorized representative who choose to attend, at 15:00 Hrs on due date. The bidder representatives, who are present, shall sign an attendance register.
- 4.2 Maximum of one (1) representative for any bidder shall be authorized and permitted to attend the bid opening.
- 4.3 **The bids shall be opened in the following manner:**
  - 4.3.1 The bid opening committee shall count the number of bids and assign serial numbers to the bids. For example, if 10 Tenders have been received the bids shall be numbered as 1 of 10, 2 of 10 etc. All the members shall initial on the outer envelopes of all the bids with date.
  - 4.3.2 The envelopes containing the tender offer and not properly sealed, shall be recorded on the face of the envelope and all the members of bid opening committee shall initial with date.
  - 4.3.3 **The “E-Financial Bid of only qualified bidder will be opened at later date and the qualified bidders will be informed accordingly about date, time and venue of opening.**
  - 4.3.4 Letter of Authorization for attending the bid in case of it is attended by a person other than bidder himself.

5. **CLARIFICATION OF BIDS BY THE BSNL:-**

To assist in examination, evaluation and comparison of bids, the BSNL may at its discretion ask the bidder for clarification of its bid. The request for its clarification and its response shall be in writing. However, no post bid clarification at the initiative of the bidder shall be entertained. Bids not containing eligibility documents according to tender document will be rejected.

6. **EVALUATION:-**

- 6.1 BSNL shall evaluate the bids to determine whether they are complete, whether any computational errors have been made whether documents have been properly signed and whether bids are in order.
- 6.2 The GMTD SHIMLA may waive any minor infirmity or non-conformity or irregularity in a bid, which doesn't constitute a material deviation, provided such waiver, doesn't prejudice or affect the relative ranking of any bidder.
- 6.3 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 confirms to all the terms and conditions of bid documents without material deviation. A bid determined as substantially non-responsive will be rejected by BSNL. **L-1 bidder shall be evaluated on overall amount of a tender comes based on the rates quoted by bidder for**

**individual items to be carried out as per quantum of work mentioned in Financial Bid for a year.**

- 6.4 No cognizance will be taken of any paper or letter submitted with the tender having its effect on the rates mentioned on the standard Performa.
7. The accepted rates will originally be operative for a period of one year from the date of acceptance of tender , However it can be extended by a period of one more year on same terms and conditions, if the tenderer is willing to do so.
8. The contractor whose tender is accepted will have to execute an agreement in the prescribed format with the BSNL as per terms and conditions of the tender before award of work. The tender document will form part of the agreement.
9. Overwriting and corrections in the tender should be avoided. However, the corrections, if any, in the tender should be under signatures otherwise the tender is liable to be rejected. The rates etc. should be filled in with legible handwriting either in English or in Hindi only.
10. The evaluation and comparison of responsive bids shall be on the L-1 rates (lowest) quoted in Financial Bid.
11. **PERFORMANCE SECURITY DEPOSIT:-**  
The supplier shall furnish balance security to the BSNL SHIMLA for an amount equal to 7.5% of the contract value 14 days from the date of acceptance of tender in shape of Bank Guarantee in favour of AO (Claim) % GMTD BSNL SHIMLA.& his EMD will also be converted into security deposit. Total performance security will be 10% of the contract value .Total performance security can be deposited in the shape of bank guarantee also & in such case EMD will be refunded.
12. The contractor shall be fully responsible for any loss/losses made to various units/services as a result of damage to these utilities or any loss in any shape to Govt. property and such losses will be recovered from the contractors running bills or against the security deposit which will be binding on the contractor.
13. The contractor shall not cause or permit any nuisance on the site and or do anything which shall cause unnecessary disturbance/or inconvenience to the public/customers/employees.
14. **PERIOD OF VALIDITY OF BIDS:**  
Bids shall remain valid for 150 days after the date of technical bid opening prescribed by the BSNL. A bid for a shorter period shall be rejected by the BSNL as nonresponsive. In exceptional circumstances the BSNL may request with the Bidders consent for extending the period of bid validity.
15. **Forfeiture of Performance Bank Guarantee:-**
- (i) If the Bidder withdraws the offer within the validity period of the bid i.e. 150 days from the date of opening of technical bid, or make any modification in the terms & conditions of the tender, before acceptance of the tender, which are not acceptable to the GMTD Shimla or does not enter into agreement as stipulated in this tender document, the GMTD Shimla shall without prejudice to any other right or remedy be at liberty to forfeit the PBG.
  - (ii) In case any of the information / documents found false or misleading or any of the certificate (s) are found fake, the Performance B.G. is liable to be forfeited, besides action being taken as per law.
  - (iii) Due to the poor quality or bad act of the contractor/employees deputed by the contractor, the PBG Deposit is liable to be forfeited.

- (iv) In case of contractor fails to comply with any of the provisions of the contract and thereby causes loss or damage to the BSNL, the loss/ damages shall be recovered from Bidder or from performance security deposit corresponding to the amount of loss/ damages caused to the BSNL including penalties imposed.

**16. Conditions of tender:-**

- (i) A declaration to the effect that:
- a) He has complied with the condition of Industrial Act.
- b) He has complied with the provision of Minimum Wages Act.
- (ii) The Person engaged by Bidder for executing the jobs is purely the responsibility of the Bidder and they will not have any claim / liability on BSNL and the labour so engaged shall not claim regularization from BSNL.
- (iii) The BSNL will not be responsible for any accident or any mis-happening during the execution of work. The compensation to the workers if any will have to be paid by Bidders.
- (iv) If any Person of the successful Bidder indulges in any unlawful activity or causes any loss / damages to the companies belonging, the amount of loss caused by the workers shall be recovered from the Bill / Security of successful Bidder.
- (v) Conditional or incomplete tenders shall not be considered.
- (vi) A bid valid for a shorter period shall be rejected by the BSNL as nonresponsive.

**17. PAYMENT TERMS:-**

Payment to the contractor:-

- (i) Contractor shall arrange to submit its claims on monthly basis. The bills in duplicate pre-receipted shall be submitted by the contractor to AGM (PLANNING) O/O G.M.T.D, Shimla (HP) or any other officer nominated by the General Manager, Shimla Telecom District, by 5th of every month for the services rendered in the preceding calendar month.
- (ii) Bills in triplicate serially machine numbered duly stamped and pre receipted should be submitted by the contractor along with the copy of the delivery Note in duplicate duly certified by the consignee. Bill submitted with a delay of more than 3 months after completion of work will not be considered for payment.
- (iii) No payment will be made for bills without checked and verified by the concerned Officer in-charge and further c/s by the next higher authority .
- (iv) The rates once approved will not be enhanced in any circumstances. In case the tenderer shows his inability to carry out work, the same will be got done from other agencies and the amount paid in excess of approved rate will be recovered from the tenderers pending bills/security/performance guarantee.
- (v) The GMTD SHIMLA has the right to deduct any amount from the bill, as he may consider reasonable for the unsatisfactory execution of work.
- (vi) The payment will be made by RTGS.
- (vii) No advance payment will be made.
- (viii) The contractor will not be permitted to sublet the work to other agencies on commission basis. In such circumstances if it is found that the work has been Sublette, the earnest money, security and performance guarantee of the tenderer will be forfeited and no further work will be allotted to him.
- (ix) If any of the information furnished by the tenderer is found to be incorrect the contract is liable to be terminated without notice and the earnest money and security and performance guarantee deposit is liable to be forfeited.

(x) Checklist Points (To be endorsed on the bill in addition to requisite certificates.) :  
Contract No.....dated.... Bill No. dated

(a) Work has been done satisfactory as per contract bearing  
Number..... date.....

And further w/o Number.....date ..... for the period .....

Rate approved/accepted as per ANX .....of agreement dated

- (b) All documents have been attached as required as per contract.
- (c) No complaints received from labours .
- (d) Nothing is due from contractor .
- (e) No damages done by the contractor during performance of duty.
- (f) No substandard work has been done /
- (g) No penalty is liable as per contract

18. Income Tax/WCT including surcharge if any on Income Tax will be deducted at the prevailing applicable rates.

19. **INSOLVENCY OR DEATH OF CONTRACTOR:-**

In the event of the contractor being, adjudged insolvent or going voluntarily into liquidation of having received order or other order under insolvency act made against him or in the case of Company, of the passing resolution, or making of any order for winding up whether voluntarily/or otherwise, or in the event of the contractor failing to comply with any of the conditions here in specified, the GMTD Shimla shall have the power to terminate the contract without any notice.

- (i) Contractors heirs/representatives shall, without the consent in writing of the GMTD, Shimla have no right to continue to perform the duties or engagement thereof, the contractor under the contract in case of his death. In the event of the contractor, winding up his company on account of transfer or merger of his company with any other, the contractor shall make it one of the terms and stipulations of the contract for the transfer of his properties and business, that such other person or company, shall continue to perform the duties or engagement of the contractor under this contract and be subject to his liabilities there under.
- (ii) Without prejudice to any of the rights or remedies under this contract, if the contractor dies, the GMTD Shimla shall have the option of terminating the contract without compensation to the contractor, which does not amount to Breach of the contract.
- (iii) If contractor without written approval of Competent Telecom Authority assign or sublet his contract, or attempt to do so, or become insolvent or commence any insolvency proceedings or make any composition with his creditors or attempt to do so, or if any bribe gratuity, gift, loan, perquisite, reward or advantage pecuniary or otherwise, shall either directly, or indirectly, be given, premised or offered by the Contractor, or any of his servants or agent to any public officer or person in the employment of Government in any way relating to the office or employment, or if any such officer or person shall become in any way directly or indirectly interested in the contract, the GMTD, Shimla shall have power to adopt any of the courses as he may deem fit in the interest of BSNL.
- (iv) Where the contractor is a partnership firm, the previous approval in writing of the GMTD, Shimla shall be obtained before any change is made in the constitution of the firm. Where the contractor is an individual or a Hindu undivided family business concern such approval as aforesaid shall likewise be obtained before the contractor enters into any partnership agreement where under the partnership firm would have the right to carry out the work hereby undertaken by

the contractor. If previous approval as aforesaid is not obtained, the contract shall be deemed to have been assigned in the contravention of terms of tender and the same & action may be taken accordingly.

20. **TERMINATION OF AGREEMENT:**

If the contractor refuses to accept the work order or after accepting the work order, does not execute the work within the specified time frame, GMTD SHIMLA reserves the right to forfeit the PBG. The contract can be terminated by the GMTD SHIMLA (HP) at any time by giving one month notice in writing to the Contractor without assigning any reason thereof and the decision to terminate shall be final. BSNL shall not be responsible for any loss damage etc incurred to the Contractor as a result of termination of the contract. BSNL shall be free to take due action for appointing of a new Contractor during the period under notice or thereafter.

21. **ARBITRATION**

- 21.1 In the event of any question, dispute or difference arising under this agreement or in connection there-with except as to matter the decision of which is specifically provided under this agreement, the same shall be referred to sole arbitration of the Chief General Manager, (**Himachal Pradesh**) 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, (**Himachal Pradesh**) or by whatever designation such officers may be called (hereinafter referred to as the said officer) and if the Chief General Manager, (**Himachal Pradesh**) or the said officer is unable to act as such to the sole arbitration or some other person appointed by the Chief General Manager, or the said officer. The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act 1996. There will be no objection to any such appointment that the arbitrator is BSNL Servant or that he has to deal with matter to which the agreement relates or that in the course of his duties as BSNL Servant has expressed view 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 unable to act for any reasons whatsoever such Chief General Manager or the said officer shall appoint another person to act as arbitrator in accordance with terms of the agreement and the person so appointed shall be entitled to proceed from the stage at which it was left out by his predecessors.
- 21.2 The arbitrator may from time to time with the consent of parties enlarge the time for making and publishing the award, subject to aforesaid Indian Arbitration and Conciliation Act 1996 and the rules made there under, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause.
- 21.3 The venue of the arbitration proceeding shall be the office of the Chief General Manager, Himachal Pradesh or such places as the arbitrator may decide. The dispute may be requested for arbitration within six months from the date of completion of work by the contractor . The following procedure shall be followed:
- 21.3.1 In case parties are unable to reach a settlement by themselves, the dispute should be submitted or arbitration in accordance with contract agreement.
- 21.3.2 There should not be a joint submission with the contractor to the sole arbitrator.
- 21.3.3 Each party should submit its own claim severally and may oppose the claim put forward by the other party.
- 21.3.4 The onus of establishing his claims will be left to the contractor.
- 21.3.5 Once a claim has been included in the submission by the contractor, a reiteration or modification thereof will be opposed.

- 21.3.6 The “points of defense” will be based on actual conditions of the contract.
- 21.3.7 Claims in the nature of ex-gratia payment shall not be entertained by the Arbitrator as these are not contractual.
- 21.3.8 The question whether these conditions are equitable shall not receive any consideration in the preparation of “points of defense”.
- 21.3.9 If the contractor includes such claims in his submission, the fact that they are not contractual will be prominently placed before the Arbitrator. The award of the sole Arbitrator shall be final and binding on all the parties to the dispute.

**22. SET OFF :**

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

## SECTION-V

### SCOPE, DESCRIPTION OF WORK AND SPECIAL CONDITIONS OF THE CONTRACT.

- 1) GMTD Shimla intends to have printing of telephone bills through this tender and post printing operations:
- 2) The scope of the tender is to provide print and post-print operations services for printing of telephone bills and details, which involves broadly the following jobs on a continuous basis for a period of one year.
  - i) Collecting billing data from computer billing servers.
  - ii) Providing Pre Printed multicolor stationery for printing of bills on both sides.
  - iii) Designing pre printed multicolor stationery format as per requirement in consultation with concerned officers within 24 Hrs.
  - iv) Printing the variable data and delivering the printed bills as per time frame and schedule.
  - v) Hand over the printed bills to nominated officer in TRA section of GMTD Shimla.
  - vi) Post printing operations like stitching of bill and STD/ISD details, plan detail and product detail with concerned bills, group bill folding stitching and sorting of bill post office wise.
  - vii) Page Number will be printed on each and every pages and also provide a DATAFILE which can show how many PRINTOUTS and How many Number of Pre-Printed Pages and Blank Stationery used in Monthly Billing Cycle. The file format should be in EXCEL, PDF and CSV format.
- 3) The required plant and machinery needed for extending such service shall be owned installed and maintained by the contractor .
- 4) The requirement for such service is cyclic in nature. The contractor should be capable of handling the increased print load without affecting the print- timeframe.
- 5) The contractor shall provide fool-proof and transparent arrangement with audit trail in the system to ensure that all the data supplied by BSNL is printed. The counter for the number of print images created by the system should also be software/system controlled and counter initialization should not be possible by the contractor's operators without the prior approval of nominated officer of the BSNL.
- 6) The software for designing the print-image format shall be developed by contractor free of cost. The contractor is also responsible for making the necessary changes to the software needed, to accommodate any changes to the print- image format as and when BSNL puts forth such demand, free of cost.
- 7) Optionally, BSNL shall opt to recover the cost of printing by soliciting commercial advertisements in the free space left at appropriate position of each Customers bill details /special message without affecting the overall number of pages for a particular customer. For this, contractor shall provide facility to scan/edit/reduce/enlarge the advertisement material suitably and readjust print format layout to suitably insert the commercial ad at appropriate slot at short notice for every billing cycle and such changes required are to be done free of cost.
- 8) BSNL shall provide the data required for generation of print images at Shimla. For this purpose, all the 7 days are to be considered as working days and print- time frame shall be maintained at any cost. Thus intervening holidays/week ends shall not affect the operation. The responsibility of delivering the output (printed bills ) to the approved respective mailing agent shall be of the contractors.
- 9) The contractor shall maintain full confidentiality and integrity of the data supplied for creating print images. Under no circumstances, the contractor shall divulge/reveal/share such data for the purpose other than for creating print images for BSNL.



- 10) Successful contractor shall also be under obligation to extend similar services to the BSNL at the same agreed rate for any other adhoc/ non cyclic requirement of the BSNL on priority basis, as and when such requirement arise and such request is made by the BSNL to contractor.
- 11) The Small Scale Industries registered with National Small Scale Industries corporation (NSIC) under single point registration scheme and desirous of claiming of concession available to such units inclusive of bid security should submit documents in respect of their monetary limit and financial capability duly certified by NSIC.
- 12) The bidder should quote the prices inclusive of all taxes, levies and QA charges for delivery at consignee premises.
- 13) The evaluation of the bid will be done as a package considering all the items together for the projected quantity.
- 14) Purchaser reserves the right to disqualify such bidder who has a record of not meeting contractual obligations against earlier contracts entered into with the purchaser.
- 15) Purchaser reserves the right to black list a bidder for a suitable period in case he/she fails to honour his/her bid without sufficient grounds.
- 16) Printing: The printer has to manage the site for printing operation by his own but if successful bidder wants space in BSNL building it will be provided by BSNL in the BSNL building in SHIMLA (HP) SSA.
- 17) The required plant and machinery needed for extending such service to SSA shall be owned, install and maintained by the Bidder.
- 18) The contractor is also responsible for making the necessary changes to the software needed, to accommodate any changes to the print-image format, as and when SSA puts forth such demand, free of cost. The bill has to be delivered to the designated officer of the SSA at his site.
- 19) Printing of telephone bills and itemized details using laser printing solutions and post-printing operations like folding. Stapling, collating, sorting and stuffing in SHIMLA SSA for a period of one year extendable on the same rate, terms and conditions.
- 20) The responsibility for procuring /stocking the necessary stationery shall be of contractor. The specification for the type, size and quality of the stationery required for automated handling by the contractor's machinery shall be discussed and mutually agreed to before contractor makes such procurement.
- 21) **Printing of Bills/ Time of delivery/Time Frame & Schedule**  
Time of Delivery including Printing and all Post Printing operations is within 4 (four) days of data given. Printing data will be given through web server in form of PS files. The instructions will be printed on the back side of the bill.



22. **APPROXIMATE SCHEDULE OF PRINTING TELEPHONE BILLS**

- (i) Supply and Printing work of approx 427800 (multicolor) bills per annum on 80 GSM paper with BSNL Logo and approx 154140 pages of Broad Band/Land line usage detail per annum on 70 GSM paper with BSNL Logo. Supply approx 1 lac duplicate blank A-4 size 80 GSM Paper with BSNL Logo as per specimen attached.
- (ii) Post printing operation Stapling, PIN Code wise/Beat Code wise Packing of Bills and other associated works (For eg. Attachment of pamphlets, circulars etc) for approx. 35650 bills per month.
- (iii) The quantity specified above is on an average basis including group bills and the quantum may vary depending upon the number of working lines and the billing cycle. From time to time the schedule of printing may be required to change.
- (iv) The BSNL reserves the right to increase the quantity up to 25% of the total quantity of goods or decrease up to any extent and services specified in the Schedule of Requirements without any change in unit price of the offered quantity or other terms and conditions as per rule applicable .
- (v) VALIDITY OF THE CONTRACT: The contract shall be valid for a period of one year from the date of signing of agreement or completion of work put to tender, whichever is earlier.
- (vi) EXTENSION OF CONTRACT: The contract is extendable for a period of ONE YEAR on the same terms and conditions at the discretion of the GMTD Shimla.

23. **TECHNICAL SPECIFICATION FOR THE ITEMS LISTED IN THE TENDER**

- (i) The process of printing shall be of the kind that support variable data and variable font and shall be of laser printing only.
- (ii) Printer's speed shall have minimum speed of 100 images (or above) per minute with duplex printing capability on cut-sheet stationary of A4 size. The printer shall also support multiplex printing. The contractor should establish at least 2 printers and should meet n + 1 criteria to meet the minimum standby requirement.
- (iii) Pre-printed stationary shall be used for printing of the first sheet. Subsequent sheets shall be plain to enable printing of variable data with printing.
- (iv) The variable data pertaining to Telephone bill shall support bold italics & fonts.
- (v) The pre printing of non variable data should meet the following:
  - a. It should print Barcodes as per the format decided.
  - b. Any modifications and improvements suggested during the period of contract should be implemented for which 15 days will be given after approving the change in the format.
- (vi) The bill should be printed pin-code wise to facilitate easy sorting, dispatching and mailing.
- (vii) The printing of logos, photographs (Black and white or any other colour and shades of the colour), bar-codes, signatures and Indian language (Hindis and English) scripts etc., should be possible.
- (viii) The print-layout of the bills shall be designed in consultation with the software group of BSNL and there should be enough flexibility to change the print- layout and details at short notice of 3-4 days as per the needs of the BSNL. The bar coding of certain data items is also one of the important needs and details are to be worked out in consultation with the software group of BSNL and their consultant.
- (ix) There should be flexibility in the print- layout to include optional message either selectively or for all bill of a cycle.
- (x) The numbers of billing cycles are subject to increase/decrease as per the demands of the network management and contractor shall comply with such needs. The print-windows shall be as per above shall mean that at the end of specified time, the entire job of printing the images is completed in a progressive manner over the entire print-windows time and at the end of specified time, no job is left pending.

That is, the work shall be carried out continuously non stop. The print window time reckoning starts from the time the data is made available to the contractor. The entire job of printing the bills shall be completed within the specified hours and bills made over for further dispatch. The number of billing cycle is subject to increases/ decreases as per the capacity of the network and contractor shall comply with such needs.
- (xi) SSA will handover variable data in separate data-files like „billing Data, Detailed Bill Data , Trunk Call Data etc. Contractor shall ensure that all related data are grouped together and printed as a single bill. Separate files for main bills and STD/ISD itemized bills will be provided which will have to be collected and telephone number-wise final print images inclusive of STD & ISD Details generated by the contractor for printing. Bills should be printed in any order as desired by SSA such as telephone number-wise, pin code-wise, single sheet, dual sheet, multiple sheet at no extra cost.

- (xii) This dimensioning of the equipment to be made accordingly to meet the maximum load, taking into account the duty cycle of the machine deployed.
- (xiii) Paper to be used for pre printed stationery forms should meet the following specifications A4 size Minimum 80 GSM , for Telephone Bills. Minimum 70 GSM , for STD/ISD details. Make: TNPL/Century, JK or BILT (only one out of these make is to be used after taking the approval from concerned officer in BSNL Shimla (HP).
- (xiv) The pre printing of non variable data should meet the following:-
- a. BSNL logo printing in its original color and layout.
  - b. The design and layout : The contractor should design attractive and user friendly layout for the bills in consultation with concerned officer. The layout format adapted should be in line with BSNL corporate image, standards prescribed and outlook.
  - c. It should print Barcodes as per the format decided.
  - d. Any modification and improvement suggested during the period of contract should be implemented for which 15 days will be given after approving the change in format.
  - e. BSNL may at its opinion choose to publish advertisements on the telephone bill. These advertisements may be print in MULTI COLOUR on BOTH SIDE. Such advertisement should be accommodated in the preprinted format without any additional cost.

(xv) **Penalties for Delay:-**

The bills shall be printed using print windows. However if the bills are delayed beyond the print window the delayed delivery will attract the following penalty.

- a) For every hour delay beyond print windows 1 % of the payment due for all the delayed bills will be levied. This rate of penalty is applicable upto a delay of 24 hours beyond print window.
- b) For every hour delay beyond the allowed print window, 2% of the payment due will be levied as penalty for all the delayed bills beyond the print window, if the delay exceeds 24 hours.
- c) If the delay exceeds 96 hours a penalty of Rs. **10000/-** (Rs. **Ten Thousand Only**) per day for the delay beyond print window or as at (b) whichever is higher subject to a maximum of 15 (fifteen) percent of the cost of the work awarded.

(xvi) **Penalty for Bad Workmanship**

The print quality of the bills should be maintained for consistency, legibility and quality for all the bill Any bills are found to be lacking in quality during sample check, then such bills will be rejected and the contractor has to reprint the same at his own cost including paper etc. On sample check in a given lot, if more than 10 pages are found to be of poor quality (pre printed stationery, variable data impressions etc) then a penalty equivalent to the payment for "4 times the number of such poor quality pages" will be deducted from the contractor's payment. The lot is defined for this purpose as the quality of bills made available on a given day to the mailing agent.

**PART-A (SECTION-VI)**  
**(FINANCIAL BID)**

**O/o GENERAL MANAGER TELECOM DISTRICT SHIMLA**

NIT No : 002/511/2016-17/Tender/ Printing Bills/Plg/SML/08

Dated 17.06.2016

**Schedule for Quoting Rates**

Name of Bidder:			
Sr. No.	Name of Work	Rates to be quoted in Rs.	
		In figs	In words
1	For supply and printing of Both Side multicolour stationery and Laser Printing of approx 35,650 telephone bills per month on both sides on A-4 size 80 GSM paper with BSNL Logo. <b>(Rates to be quoted per bill on both sides)</b>		
2	For supply and printing of stationery of approx. 12,845 per month, A-4, 70 GSM for BB Plan Detail record. <b>(Rates to be quoted per bill on both sides)</b>		
3	For supply and printing of stationery of approx. 8,335 per month, A-4, 70 GSM for STD/ISD Call Detail Record. <b>(Rates to be quoted per bill on single side)</b>		
4	Post printing operations i.e. Post Office Wise, PIN Code Wise, Beat Code wise, Stapling, Packing of Bills and other associated works <b>(For eg. Attachment of pamphlets, circulars etc)</b> for approx 35,650 bills per month <b>(Rates to be quoted per bill)</b>		

**Note:- 1. Rates quoted shall be inclusive of all taxes except Service Tax as per applicable.**

Signature of Bidder .....

Name of Bidder :

**SECTION – VII**

**DRAFT OF AGREEMENT**

**(On Non-Judicial Stamp Paper of Rs. 100/- only)**

1. This agreement made the .....day of..... between the Managing Director BSNL acting through General Manager Telecom Distt. Shimla ( hereinafter referred to as “the Nigam”) of the one part; and of (Name and address of approved supplier) ..... (hereinafter referred to as “the supplier”) of the other part.
1. Whereas the Nigam is desirous that services should be provided by the supplier, viz (Brief description of services) ..... and has accepted /approved a tender submitted by the supplier in response to the Nigam Tender document reference (NIT No :.....supply of those goods and services at the rates as mentioned in acceptance /approval letter 3. Now this agreement witnessed as follows:
4. In this agreement words and expressions shall have the same meaning as in the terms and conditions in the above referred tender documents.
5. The following documents shall be deemed to form and be read and constructed as part of this agreement, viz:
- . The NIT, Tender form, the supplier’s offer and the price schedule submitted (up to the limit it has been accepted in writing by the Nigam in the acceptance letter/purchase order).
  - . The schedule of requirement / list of items and the technical specifications in the above referred tender documents.
  - . The acceptance/ approval letter No. .... dated.....
- In consideration of the payment to be made by the Nigam to the supplier as hereinafter mentioned, the supplier hereby covenants with the Nigam to provide the goods and services and to remedy defects therein in conformity in all respects with the provision of the Nigam acceptance letter/ purchase letter and tender documents.
6. The Nigam hereby covenants to pay the supplier in consideration of the provision of the goods and services and the remedying of defects therein the contract price or such other sum as may become payable under the provision of the tender documents and acceptance/ purchase letter.
7. In the witness whereof the parties hereto have caused this agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, sealed and delivered

By the said (For the Nigam)

(Witness) in the presence of :

Signed, sealed and delivered

by the said (For the supplier)

(Witness) in the presence of :