



No.24-3/2008-GA  
Telecom Regulatory Authority of India  
Mahanagar Doorsanchar Bhawan  
Near Zakir Hussain College  
Jawahar Lal Nehru Marg  
(Old Minto Road)  
New Delhi-2

**BID DOCUMENT**

**Limited Tender for Printing/Supply of visiting cards, letter pads etc.**

(Visit us at [www.trai.gov.in](http://www.trai.gov.in))  
Not transferable

**PRICE OF BID DOCUMENT- Rs.50/-**

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## SECTION-I

Telecom Regulatory Authority of India  
Mahanagar Doorsanchar Bhawan  
Near Zakir Hussain College  
Jawahar Lal Nehru Marg  
(Old Minto Road)  
New Delhi-2

Dated: 05/07/2011

### NOTICE INVITING TENDER

Office of Issue : Telecom Regulatory Authority of India,  
GA Section, Mahanagar Doorsanchar Bhawan,  
Old Minto Raod, New Delhi-110002.

Tender No. : No.24-23/2008-GA

Date of issue of bid document : With effect from 05/07/2011

Tender Forms Available From : Sr. Research Officer (GA)  
Telecom Regulatory Authority of India  
Mahanagar Doosanchar Bhawan, Old Minto Road, New Delhi-2  
Website: <http://www.trai.gov.in>

Due date of Receipt : Upto 25/07/2011, Time 15:00 Hrs.

Date of opening of Technical bid : 25/07/2011, Time 16:00 Hrs.

Date of opening of Financial bid : To be notified later

Earnest Money : Rs.3000.00

Total Estimated Cost : Approximately Rs.1,25,000.00

Sealed limited tenders under two bid systems i.e. "Technical Bid" & "Financial Bid" are invited from reputed & financially sound firms for printing/supply of various items such as visiting cards, letter pads etc. The Technical bid & the Financial bid should be sealed by the bidder in separate covers duly superscribed and both these sealed covers are to be put in a bigger cover which should also be sealed and duly superscribed.

Bidders shall have to deposit bid security of Rs.3000.00 (Rupees Three thousand only) in the form Demand Draft drawn on any scheduled bank at Delhi in favour of "TRAI" along with the bid.

Intending eligible bidders may obtain a copy of bid document from Sr. Research Officer, GA Section, TRAI, Mahanagar Doorsanchar Bhawan, Jawahar Lal Nehru Marg (Old Minto Road), New Delhi – 110002 by making a payment of Rs.50.00 or the same can be downloaded from the website of TRAI i.e. [www.trai.gov.in](http://www.trai.gov.in) and the cost of bid document (Rs.50.00) may be deposited in cash/by way of demand or pay order in favour of "TRAI" payable at Delhi.

(S N Tiwary)  
Sr. Research Officer (GA)

## SECTION-II

### INSTRUCTIONS TO BIDDERS

#### **A. INTRODUCTION**

##### **1. DEFINITIONS:**

- (a) "The Purchaser" means the Telecom Regulatory Authority of India (TRAI).
- (b) "The Bidder" means the individual or firm who participates in this tender and submits its bid.
- (c) "The Supplier" means the individual or firm supplying the goods under the contract.
- (d) "The Goods" means all the materials mentioned at Annexure 'I', which the Supplier is required to supply to the Purchaser under the contract.
- (e) "The Advance Purchase Order" (APO) means the intention of Purchaser to place the Purchase Order on the bidder.
- (f) "The Purchase Order" means the order placed by the Purchaser on the Supplier signed by the Purchaser including all attachments and appendices thereto and all documents incorporated by reference therein. The purchase order shall be deemed as "Contract" appearing in the document.
- (g) "The Contract Price" means the price payable to the Supplier under the purchase order for the full and proper performance of its contractual obligations.

##### **2. COST OF BIDDING:**

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

#### **B. THE BID DOCUMENTS:**

##### **3. BID DOCUMENTS:**

3.1 The goods required, bidding procedures and contract terms are prescribed in the Bid Documents. The Bid Documents include:

- (a) Notice Inviting Tender
- (b) Instructions to Bidders
- (c) General (Commercial) Conditions of the Contract
- (d) Special Conditions of Contracts.
- (e) Technical specifications and schedule of items required
- (f) Format for Performance Security Bond Form
- (g) Format for Letter of authorization to attend bid opening
- (h) Check lists of documents to be submitted by the bidders.

3.2 The Bidder is expected to examine all instructions, forms, terms and specifications in the Bid Documents. **Failure to furnish all information required as per the Bid Documents or submission of bids not substantially responsive to the Bid Documents in every respect will be at the bidder's risk and may result in rejection of the bid.**

##### **4. CLARIFICATION OF BID DOCUMENTS:**

4.1 A prospective bidder, requiring any clarification of the Bid Documents shall notify the Purchaser in writing at the Purchaser's mailing address indicated in the Invitation for Bids. The Purchaser shall respond in writing to any request for clarification of the Bid Documents, which it receives not later than 2 days prior to the date for the submission of bids. Copies of the query (without identifying the source) and clarifications by the Purchaser shall be sent to all the prospective bidders who have received the bid documents.

4.2 Any clarification issued by TRAI in response to query raised by prospective bidders shall form an integral part of bid document and it may amount to an amendment of relevant clauses of bid document.

##### **5. AMENDMENT OF BID DOCUMENTS:**

5.1 At any time, prior to the date of submission of bids, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the bid documents by amendments.

5.2 The amendments shall be notified in writing or by Fax to all prospective bidders on the address intimated at the time of purchase of bid document from the purchaser and these amendments will be binding on them.

5.3 In order to afford prospective bidders reasonable time in which to take the amendments into account in preparing their bids, the Purchaser may, at its discretion, extend the deadline for the submission of bids suitably.

### **C. PREPARATION OF BIDS**

#### **6. DOCUMENTS COMPRISING THE BID:**

The bids prepared by the bidder shall comprise of Technical Bid and Financial Bid:

6.1 The Technical Bid should be sealed in a separate cover and superscribed '**Technical Bid for printing/supply of visiting card, letter pads etc.**' The Technical Bid shall contain the following documents:-

- (a) Copy of Service Tax or VAT registration.
- (b) Copy of PAN card of the firm (of Proprietor in case of Proprietary firm).
- (c) Self certificate to the effect that the firm has not been blacklisted by any Government/Semi-Govt. department/office.
- (d) Certificate to the effect that the Terms and Conditions mentioned in the tender notice are acceptable to them.
- (e) Demand Draft of Rs.3,000/- towards Earnest Money Deposit.

The documents shall be arranged in the same order as indicated above with checklist being on the top.

6.2 The Financial Bid should be sealed in a separate cover and superscribed '**Financial Bid for printing/supply of visiting card, letter pads etc.**' The Financial Bid shall be quoted in the "Schedule of Rates" in **Annexure-II**.

6.3 The envelopes containing Technical Bid and Financial Bid shall be sealed in one envelope and duly superscribed as "**Tender for printing/supply of visiting card, letter pads etc.**"

Note: All the documents submitted (whether original or photocopy) in the bid must be legible & self-attested. Otherwise the bid is likely to be rejected.

#### **7. BID PRICES:**

7.1 The bidder shall give the total composite price inclusive of all levies and taxes (inclusive of VAT). The basic unit price and all other components of the price need to be individually indicated against the goods it proposed to supply under the contract as per schedule of rates given in **Annexure-II**. The offer shall be firm in Indian Rupees only.

7.2 Prices indicated on the Schedule of Rates shall be entered in the following manner:

- (i) The price of the goods shall be quoted item wise.
- (ii) The bidder shall quote only one price for each item and if more than one price is quoted under different options the rate quoted by him in the first option only will be valid and will be taken for evaluation for all the items given in schedule of rates.

7.3 The prices quoted by the bidder shall remain fixed during the entire period of contract and shall not be subject to variation on any account. A bid submitted with an adjustable price quotation is likely to be treated as non-responsive and rejected.

7.4 The unit price quoted by the bidder shall be in sufficient detail to enable the purchaser to arrive at prices of the items offered.

#### **8. BID SECURITY:**

8.1 The bidders shall furnish, as part of his bid, a bid security (EMD) for an amount of Rs.3000.00 (Rupees three thousand only) in the form of Demand Draft/ Banker Cheque from any scheduled Bank in Delhi / New Delhi in favour of "**TRAI**.", having validity for 6 months.

8.2 The bid security is required to protect the Purchaser against the risk of bidder's conduct, which may warrant the bid security's forfeiture, pursuant to para 8.5.

8.3 A bid not secured in accordance with para 8.1 shall be rejected by the purchaser being nonresponsive at the bid opening stage and returned to the bidder unopened.

8.4 The bid security of the unsuccessful bidder will be discharged /returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract.

8.5 The bid security may be forfeited:

- (a) If a bidder withdraws his bid during the period of bid validity specified by the bidder on the Bid form or
- (b) In the case of a successful bidder, if the bidder fails:

- i. to sign the contract
- ii. to furnish performance security

(c) In both the above cases, i.e. 8.5 (a) & (b), the bidder will not be eligible to participate in the tender for same item for one year from the date of issue of APO. The bidder will not approach the court against the decision of TRAI in this regard.

## **9. PERIOD OF VALIDITY OF BIDS:**

9.1 Bid shall remain valid for 180 days after the date of bid opening prescribed by the Purchaser, pursuant to clause 13.1. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.

9.2 In exceptional circumstances, the Purchaser may request the bidder's consent for an extension to the period of bid validity. The request and the responses thereto shall be made in writing. The bid security provided under Clause 8 shall also be suitably extended. A bidder may refuse the request without forfeiting his bid security. A bidder accepting the request and granting extension will not be permitted to modify his bid.

## **10. FORMATS AND SIGNING OF BID**

10.1 The bidder shall prepare one complete set of original bid.

10.2 The original shall be typed or printed and all the pages numbered consecutively and shall be signed by the bidder or a person or persons duly authorized to bind the bidder to the contract. All pages of the original bid shall be signed by the person or persons signing the bid. The bids submitted shall be sealed properly.

10.3 The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the bidder in which case such corrections shall be signed by the person or persons signing the bid.

## **D. SUBMISSION OF BIDS**

### **11. SEALING AND MARKING OF BIDS**

11.1 The bidder shall seal the Technical and Financial Bids in separate envelopes and keep them in a bigger sealed envelope. The Technical Bid shall bear the name “**TECHNICAL BID FOR PRINTING/SUPPLY OF VISITING CARD, LETTER PADS ETC.**” on the envelope, while the Financial Bid shall bear the name “**FINANCIAL BID FOR PRINTING/SUPPLY OF VISITING CARD, LETTER PADS ETC.**” on the envelope for avoiding any mismatch.

11.2 The bigger envelope containing technical and financial bids in separate envelopes shall be:

- (a) Addressed to Purchaser at the following address:

Sr. Research Officer (GA),  
Telecom Regulatory Authority of India,  
Mahanagar Doorsanchar Bhawan, Jawahar Lal Nehru Marg,  
(Old Minto Road), New Delhi- 110002.

- (b) All the envelopes shall bear the Tender name and the phrase ‘DO NOT OPEN BEFORE (due date & time)’.

(c) The envelopes shall indicate the name and address of the bidders to enable the bid to be returned unopened in case it is declared ‘late’ or rejected.

(d) Tender may be sent by registered post / SPEED POST / COURIER or delivered in person on above mentioned address given in Clause 11.2 (a) above. The responsibility for ensuring that the tender is delivered in time would rest with the bidder.

(e) Bids delivered in person shall be dropped in the tender box placed in the Reception Area of TRAI Office. The Purchaser shall not be responsible if the bids are delivered elsewhere.

(f) Venue of Tender Opening: Tender will be opened in the O/o Sr. Research Officer (GA), TRAI, Room No.203, Mahanagar Doorsanchar Bhawan, Old Minto Road, New Delhi-110002 at 16:00 Hrs. on the due date.

If due to administrative reason, the venue /time of Bid opening is changed, it will be displayed prominently in the reception area of TRAI office.

11.3 If the envelopes are not sealed and marked as required at para 11.1 and 11.2, the bid shall be rejected.

**12. SUBMISSION OF BIDS:**

12.1 Bids must be received by the Purchaser at the address specified under Para 11.2 (a) not later than the prescribed time on due date.

12.2 The Purchaser may, at its discretion extend this deadline for the submission of the bids by amending the bid documents in accordance with Clause 5 in which case all rights and obligations of the Purchaser and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

12.3 Not more than one independent and complete bid shall be permitted from a bidder.

**13. LATE BIDS:**

13.1 Any bid received by the Purchaser after the deadline for submission of bids prescribed by the Purchaser pursuant to Clause 12, shall be rejected and returned unopened to the bidder.

**14. MODIFICATION AND WITHDRAWAL OF BIDS:**

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

14.2 The bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched as required in the case of bid submission in accordance with the provision of clause 11. A withdrawal notice may also be sent by telex/fax but followed by a signed confirmation copy by post not later than the deadline for submission of bids.

14.3 Subject to clause 16, no bid shall be modified subsequent to the deadline for submission of bids.

**E. BID OPENING AND EVALUATION**

**15. OPENING OF BIDS BY PURCHASER:**

15.1 The purchaser shall open technical bids in the presence of bidders or their authorized representatives who chose to attend, at 16:00 hrs on due date. The bidder's representatives present at the time of opening of bid shall sign in an attendance register. Authority letter to this effect shall be submitted by the bidders before they are allowed to participate in bid opening (A Format is given in **Annexure- IV**).

15.2 A maximum of two representatives for any bidder shall be authorized and permitted to attend the bid opening.

15.3 The Bidder's names, documents submitted, modifications, bid withdrawals and such other details as the Purchaser, at its discretion, may consider appropriate; will be announced at the opening.

15.4 The date fixed for opening of bids, if subsequently declared as holiday, the revised date of schedule will be notified. However, in absence of such notification, the bids will be opened on the next working day, time and venue remaining unaltered.

**16. CLARIFICATION OF BIDS:**

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

**17. TECHNICAL EVALUATION:**

17.1 Purchaser shall evaluate the technical bids to determine whether they are complete, whether required documents have been furnished, whether the documents have been properly signed and whether the bids are generally in order.

17.2 Prior to the financial evaluation, pursuant to clause 18, the Purchaser will determine the substantial responsiveness of each bid to the Bid document. For purposes of these clauses, a substantially responsive bid is one,

which conforms to all the terms and conditions of the Bid Documents without material deviations. The Purchaser's determination of bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

17.3 A bid determined as substantially non-responsive will be rejected by the Purchaser and shall not subsequent to the bid opening be made responsive by the bidder by correction of the nonconformity.

**18. FINANCIAL EVALUATIONS AND COMPARISON OF SUBSTANTIALLY TECHNICAL RESPONSIVE BIDS:**

18.1 The purchaser shall shortlist those who are eligible and have submitted substantially technical responsive bid for opening of financial bid. Successful Bidders would be called to attend opening of financial bids. The Financial Bids of unsuccessful bidders would not be opened and destroyed.

18.2 Arithmetical errors shall be rectified on the following basis. If there is a discrepancy between the unit price and total price obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected by the Purchaser. If there is a discrepancy between words and figures, the amount in words shall prevail. If the Supplier does not accept the correction of the errors, his bid shall be rejected.

18.3 The evaluation and comparison of responsive bids shall be done on the price of the goods/services offered inclusive of Levies & Taxes i.e., Sales Tax, VAT & Excise Duty, packing, forwarding, freight and insurance etc. as indicated in the Schedule of Rates in **Annexure-II** of the Bid Document.

18.4 The Purchaser reserves the right to declare L-1 for each item of its requirement indicated in "Annexure-I" on the basis of the price of goods quoted by the bidders in the Schedule of Rates.

18.4 The Purchaser 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 any bidder.

**19. CONTACTING THE PURCHASER:**

19.1 Subject to Clause 16, no bidder shall try to influence the Purchaser on any matter relating to its bid, from the time of the bid opening till the time the contract is awarded.

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

**F. AWARD OF CONTRACT:**

**20. PLACEMENT OF ORDER**

The Purchaser shall consider placement of orders for commercial supplies on those bidders whose offers have been found technically and financially acceptable and whose goods have been type approved/ validated by the purchaser. The Purchaser reserves the right to counter offer price(s) against price(s) quoted by any bidder.

**21. PURCHASER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:**

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

**22. ANNULMENT OF AWARD:**

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

**23. RIGHT TO DISQUALIFY:**

Purchaser reserves the right to disqualify the supplier for a suitable period who habitually failed to supply the goods in time.

24. Purchaser reserves the right to blacklist a bidder for a suitable period in case he fails to honour his bid without sufficient grounds.



## SECTION – III

### GENERAL (COMMERCIAL) CONDITIONS OF CONTRACT

**1. APPLICATION:**

The General Conditions shall apply in contracts made by the Purchaser for the procurement of Goods/services.

**2. STANDARDS:**

The Goods supplied under this contract shall conform to the standards prescribed in the Technical Specifications mentioned in Annexure-I.

**3. PERFORMANCE SECURITY:**

3.1 The supplier shall furnish performance security to the purchaser for an amount of Rs.8000.00 (Rupees eight thousand only) within 7 days from the date of issue of Advance Purchase Order by the Purchaser by way of performance security Bond.

3.2 The performance security Bond shall be in the form of Bank Guarantee only issued by a scheduled Nationalized Bank and in the form provided in 'Annexure-III' of this Bid Document.

3.3 The performance security Bond will be discharged by the Purchaser after a period of sixty days beyond completion of the supplier's performance obligations including any warranty obligations under the contract.

**4. INSPECTION**

4.1 The Purchaser or his representative shall have the right to inspect the goods as per prescribed schedules for their conformity to the specifications.

4.2 Should any inspected goods fail to conform to the specifications, the purchaser may reject them and the supplier shall either replace the rejected goods or make all alterations necessary to meet Specification requirements free of cost to the purchaser.

**5. DELIVERY:**

5.1 Delivery of the goods shall be made by the Supplier in accordance with the terms specified by the Purchaser in its Schedule of Requirements and special conditions of contract and the goods shall remain at the risk of the Supplier until delivery has been completed. The delivery of the goods shall be to the ultimate consignee as given in the purchase order.

5.2 The delivery of goods shall be made within 7 days of the placement of order. The purchaser, however, reserves the right to advance or delay the delivery within the stipulated time period. All the items will be delivered at Mahanagar Doorsanchar Bhawan, Old Minto Road, New Delhi-110002 and no transport/ Cartridge charges shall be paid for the delivery of goods.

**6. PAYMENT TERMS:**

6.1 100% Payment shall be made on receipt of goods by consignee.

6.2 No payment will be made for goods rejected at the site on testing.

**7. CHANGES IN PURCHASE ORDERS**

7.1 The purchaser may, at any time, by a written order given to a supplier, make changes within the general scope of the contract in any one or more of the following:

- (a) The place of delivery; or
- (b) The services to be provided by the supplier.

7.2 If any such change causes an increase or decrease in the cost of, or the time required for the execution of the contract an equitable adjustment shall be made in the contract price or delivery schedule, or both, and the contract shall

accordingly be amended. Any proposal by the supplier for adjustment under this clause must be made within thirty days from the date of the receipt of the change in order.

## **8. LIQUIDATED DAMAGES**

8.1 The date of delivery of the goods stipulated in the acceptance of the tender should be deemed to be the essence of the contract and delivery must be completed within the dates specified by the purchaser. Extension will not be given except in exceptional circumstances. Should, however, deliveries be made after expiry of the contracted delivery period, without prior concurrence of the purchaser and be accepted by the consignee, such delivery will not deprive the purchaser of his right to recover liquidated damage under clause 8.2 below.

8.2 Should the supplier fail to deliver the goods or any consignment thereof within the period prescribed for delivery, the purchaser shall be entitled to recover 5 % of the value of the delayed supply for each week of delay or poor workmanship. The entire work will be rejected in case of non-compliance of specifications and quality.

## **9. FORCE MAJEURE**

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

9.2 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, 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 and stores as the Supplier may with the concurrence of the purchaser elect to retain.

## **10. TERMINATION FOR DEFAULT**

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

- a) if the supplier fails to deliver any or all of the goods within the time period(s) specified by the purchaser, or any extension thereof granted by the purchaser pursuant to clause 5;
- b) if the supplier fails to perform any other obligation(s) under the Contract; and
- c) if the supplier, in either of the above circumstances, does not remedy his failure within a period of 7 days (or such longer period as the purchaser may authorize in writing) after receipt of the default notice from the purchaser.

10.2 In the event the purchaser terminates the contract in whole or in part pursuant to para 8.1 the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods similar to those undelivered and the supplier shall be liable to the Purchaser for any excess cost for such similar goods. However the supplier shall continue the performance of the contract to the extent not terminated.

## **11. TERMINATION FOR INSOLVENCY**

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

## **12. ARBITRATION**

12.1 In the event of any question, dispute or difference arising under this agreement or in 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 Pr. Adviser (Admn. & RE), TRAI 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 his own duties or otherwise than the functions of the Pr. Adviser (Admn. & RE) or by whatever designation such officers may be called (hereinafter referred to as the said officer) and if the Pr. Adviser (Admn. & RE) or the said officer is unable or unwilling to act as such to the sole arbitration or some other person appointed by the Pr. Adviser (Admn. & RE), 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 on the ground that the arbitrator has dealt with the matter to which the agreement relates or that in the course of his duties 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 Pr. Adviser (Admn. & RE) 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.

12.2 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 thereunder, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause.

12.3 The venue of the arbitration proceeding shall be the Office of the Pr. Adviser (Admn. & RE) at New Delhi or such other Places as the arbitrator may decide.

### **13. SET OFF**

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

14. The bidder should furnish the full specification of the goods offered in this tender. No change shall be permitted after opening of bids.

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## SECTION – IV

### SPECIAL CONDITIONS OF CONTRACT

1. The special conditions of contract shall supplement the 'Instructions to the Bidders' as contained in Section II & "General (Commercial) Conditions of the Contract" as contained in Section III and wherever there is a conflict, the provisions herein shall prevail over those in Section II and Section III.
2. In case where bid security is not submitted in the manner prescribed THE BID SHALL BE REJECTED AND RETURNED TO THE BIDDER.
3. Purchaser reserves the right to disqualify such bidders who have a record of not meeting contractual obligations against earlier contracts entered into with the purchaser.
4. Purchaser reserves the right to black list a bidder for a suitable period in case he fails to honour his bid without sufficient grounds.
5. The purchaser reserves the right to counter offer price(s) against price(s) quoted by any bidder.
6. Any clarification issued by TRAI in response to query raised by prospective bidders shall form an integral part of bid documents and it may amount to amendment of relevant clauses of the bid documents.
7. The quality of goods should strictly be as per specification mentioned at Annexure 'P'.
8. The Performance Guarantee would be returned after satisfactory execution of the contract and recovery of cost charges, if any for defective goods or for poor workmanship.
9. The quantity of each item of goods shall depend on the requirement of the Purchaser from time-to-time.
10. Payment will be made on monthly basis for the actual quantity of the supplies made at the prices approved by the purchaser.
11. Award of contract will be done after the bidder selected if found to be technically, commercially and financially acceptable to the Purchaser.
12. TRAI reserves the right to:-
  - a) Accept or reject any bid and annul the bidding process without assigning any reason whatsoever at any time prior to the award of contract,
  - b) To counter offer prices(s) against price(s) quoted by the bidder,
  - c) Blacklist a bidder for a suitable period in case he fails to honor his bid without sufficient grounds.
13. The agreement shall be in force for a period of **two years initially** and can be extended for one or more year(s) on mutually acceptable terms and conditions at the sole discretion of the Purchaser. However, it will be obligatory on the part of supplier to continue to work at the rates prevailing on the last date of contract even beyond the contract period for at least 3 months or till a new contract is finalized, whichever is earlier.
14. The Bid security/ Performa security deposit of the bidder would be forfeited, in case he refuses to honour the letter of intent / A.P.O. issued by the Purchaser for supply of the materials.

(S N Tiwary)  
Sr. Research Officer (GA)

TECHNICAL SPECIFICATION AND SCHEDULE OF ITEMS REQUIRED

<b>S.I No.</b>	<b>Item of work</b>
1.	Visiting Cards without Monogram (300 GSM Kent Ivory)
2.	Visiting Cards with embossed Monogram (300 GSM Kent Ivory)
3.	Visiting Cards with double side printing (300 GSM Kent Ivory)
4.	Letter Head A5 Size Sunshine Paper 90 GSM
5.	Letter Head A4 Size Sunshine Paper 90 GSM
6.	Letter Head A5 DO imported Paper 90 GSM
7.	Letter Head A4 DO imported paper 90 GSM
8.	Greeting Card Printing (Short message/address of TRAI)
9.	Bank/Cash/Debit Voucher pads (As per sample to be checked from TRAI Office)
10.	OHD Pads (22 x 13½ cms) (As per sample to be checked from TRAI Office)
11.	File Index Register (28 X 21 cms) 80 GSM Sunshine Paper (As per sample to be checked from TRAI Office)

**Note:- Samples of items at 9 to 10 may be collected/verified from the O/o SRO(GA), TRAI, Room No.203, 2<sup>nd</sup> Floor, Mahanagar Doorsanchar Bhawan, Jawahar lala Nehru Marg (Old Minto Raod), New Delhi-2.**

SCHEDULE OF RATES

<b>S.I No.</b>	<b>Item of work</b>	<b>Rate to be quoted for</b>	<b>Rate (in Rs.)</b>	<b>Tax</b>	<b>Total</b>
<b>(i)</b>	<b>(ii)</b>	<b>(iii)</b>	<b>(iv)</b>	<b>(v)</b>	<b>(vi)=(iv)+(v)</b>
1.	Visiting Cards without Monogram (300 GSM Kent Ivory)	Per 100 cards	_____	_____	_____
2.	Visiting Cards with embossed Monogram (300 GSM Kent Ivory)	Per 100 cards	_____	_____	_____
3.	Visiting Cards with double side printing (300 GSM Kent Ivory)	Per 100 cards	_____	_____	_____
4.	Letter Head A5 Size Sunshine Paper 90 GSM	Per pad (100 sheets)	_____	_____	_____
5.	Letter Head A4 Size Sunshine Paper 90 GSM	Per pad (100 sheets)	_____	_____	_____
6.	Letter Head A5 DO imported Paper 90 GSM	Per pad (100 sheets)	_____	_____	_____
7.	Letter Head A4 DO imported paper 90 GSM	Per pad (100 sheets)	_____	_____	_____
8.	Greeting Card Printing (Short message/address of TRAI)	Per card	_____	_____	_____
9.	Bank/Cash/Debit Voucher pads (As per sample to be checked from TRAI Office)	Per pad (50 vouchers)	_____	_____	_____
10.	OHD Pads (22 x 13½ cms) (As per sample to be checked from TRAI Office)	Per pad (20 sheets)	_____	_____	_____
11.	File Index Register (28 X 21 cms) 80 GSM Sunshine Paper (As per sample to be checked from TRAI Office)	Per Register (200 pages)	_____	_____	_____

**Signature of the tenderer**

Name : \_\_\_\_\_

Designation : \_\_\_\_\_

Address : \_\_\_\_\_

\_\_\_\_\_

**Annexure III**

**PERFORMANCE SECURITY BOND FORM**

In consideration of the Telecom Regulatory Authority of India (hereinafter called 'Authority') having agreed to exempt \_\_\_\_\_ [hereinafter called 'the said Contractor(s)'] from the demand, under the terms and conditions of an agreement / (Purchase Order) No. \_\_\_\_\_ Dated \_\_\_\_\_ made between \_\_\_\_\_ and \_\_\_\_\_ for the supply of \_\_\_\_\_ (hereinafter called 'the said Agreement'), of performance security for the due fulfillment by the said Contractor(s) of the terms and conditions contained in the said Agreement, on Production of a bank guarantee for \_\_\_\_\_ we, (Name of the bank) ----- (hereinafter referred to as 'the Bank') at the request of ----- contractor(s) do hereby undertake to pay to the TRAI an amount not exceeding ----- against any loss or damage caused to or suffered or would be caused to or suffered by the TRAI by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement.

2. We (Name of the bank) \_\_\_\_\_ do hereby undertake to pay the amount due and payable under this guarantee without any demur, merely on a demand from the TRAI stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the TRAI by reason of the contractor(s) 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 TRAI in these counts shall be final and binding on the bank. However, our Liability under this guarantee shall be restricted to an amount not exceeding -----.

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

4. We (name of the bank) ----- Further agree that the guarantee herein contained shall remain in full force and effect during for a period of sixty days beyond the date of completion of all contractual obligations of the contractor including warranty obligations. And that it shall continue to be enforceable till all the dues of the TRAI under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till ----- (TRAI) 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 TRAI that the TRAI shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary and of the terms and conditions of the said Agreement or to extend time of performance by the said contract(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the TRAI against the said Contract(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 Contract(s) or for any forbearance, act or omission on the part of the TRAI or any indulgence by the TRAI to the said contract(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. We (name of the bank) ----- lastly undertake not to revoke this guarantee during its currency except with the previous consent of the TRAI in writing.

Dated the ----- day of -----, Two thousand eleven only.

For -----  
(Indicate the name of the bank)

Witnesses:-

1.

Telephone No. (s):-.....  
STD Code-  
FAX No.  
E-Mail Address:-

2.

**Annexure IV**

**LETTER OF AUTHORISATION FOR ATTENDING BID OPENING**

Subject: Authorization for attending bid opening on ----- (date) in the tender of -----

Following persons are hereby authorised 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

Signatures of bidder

Or

Officer authorised to sign the bid  
documents on behalf of the bidder.

Note: 1. Maximum of two representatives will be permitted to attend bid opening. In case where it is restricted to one, first preference will be allowed. Alternate representative will be permitted when regular representative 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 recovered.



**Annexure V**

CHECK LIST and the order in which the documents are to be submitted for the Technical Bid

Please check whether all the below mentioned documents have been supplied for participating in the tender for supply of Stationery & other related items. The documents are to be submitted in descending order.

Sr. No.	Documents	Page No.
1	Copy of Service Tax or VAT registration	
2	Copy of PAN card of the firm (of Proprietor in case of Proprietary firm).	
3	Self-certificate to the effect that the firm has not been blacklisted by any Government/Semi-Govt. department/office.	
4	Certificate to the effect that the Terms and Conditions mentioned in the tender notice are acceptable to the bidder.	
5	Demand Draft/Pay order of Rs.3,000/- towards Earnest Money Deposit.	
6	Authorization letter for the bid opening [as per Annexure – IV]	
7	Schedule of Rates (as per Annexure-II and to be sealed in a separate envelope)	
8	Any other document (s) [ Please specify ]	

**Bidders to ensure**

- A. That all pages have been stamped and signed by the authorized person(s).
- B. That all the pages have been numbered.
- C. That all the documents are legible (Clearly readable)