

TENDER LETTER

SUBJECT: CONTRACT FOR PRINTING WORK IN TRAI

Dear Sir,

The complete set of tender papers for the contract for “printing work in Telecom Regulatory Authority of India (TRAI)” is enclosed. Please note that this set of tender documents comprising the following contents is not transferable under any circumstances:

- Chapter 1** -Instructions for submission of tenders
- Chapter 2** -Scope of work & Terms and Conditions governing the contract
- Annexure I** -Letter of submission of tender
- Annexure II** -Schedule of Rate

You are advised to go through the tender document carefully and understand various provisions contained therein alongwith their implications. You are required to submit your offer in **two separate sealed envelops**. The first sealed envelop should contain all the documents listed in the chapter 1 on “instruction for admission of tenders”. Please ensure that all the documents listed in this chapter are complete in all respects. You should also countersign them on each page, except in the case of demand drafts. This envelop should be clearly superscripted as ‘**Pre-Qualification Bid**’.

The second sealed envelop should contain only the Schedule of Rates (Annexure –II) completely filled by you as mentioned in Para 4 of the Chapter 1 on Instructions for submission of tenders. Please ensure that you or your authorised representative signs each page of the Schedule of Rates before submitting it. This envelop should be clearly superscripted as “**Financial Bid**”.

Both the sealed envelop should again be sealed in one envelop and duly superscripted as “**Tender for Printing Work in TRAI**”. This envelop duly sealed in covers as described above, should be deposited in office premises of TRAI in Mahanagar Doorsanchar Bhawan, Jawahar Lal Nehru Marg, New Delhi -110 002 on or before till **15:00 hrs on 12.07.2010**. It will in your interest to ensure that the tender documents are deposited positively before the time indicated above.

Please note that the Pre-Qualification (Technical) Bid will be opened at 16:00 hrs on **12.07.2010** and venue in the presence of such tenderer(s) as are present. You may either be present yourself or send your duly authorised representative at the time of tender opening.

Signature of the tenderer

These Pre-Qualification Bids will be evaluated as per criteria laid TRAI by to determine the suitability of all tenderer(s). The envelopes containing the “**Financial Bids**” of such tenderer(s), who qualify after consideration of the “**Pre-Qualification Bids**”, will be opened on a subsequent date and time to be notified to the suitable tenderer(s). **Any offer received after 15:00 hrs on 12.07.2010 will not be considered.**

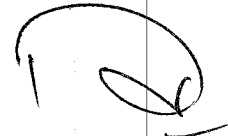
TRAI reserves the right to:-

- ❖ Accept or reject any or all the Pre-Qualification Bids in part or in full without assigning any reasons.
- ❖ Accept or reject any or all the Financial Bids in part or in full irrespective of their being the lowest without assigning any reasons.
- ❖ Award the contract for printing work in TRAI to different bidders. However, it would be preferred the same contractor to do all the works specified in the tender documents.
- ❖ Relax the tender conditions at any stage if considered necessary for the purpose of finalizing the contract in the overall interest of TRAI.
- ❖ Re-tender or negotiate with the lowest tenderer as regards the rates, terms and conditions of the tender.
- ❖ Disqualify the tenderer(s) blacklisted by State/Central Govt Undertakings/PSUs or whose contracts have been terminated on account of poor performance.

You are requested to peruse the tender documents carefully so as to avoid rejection of the tender for non-compliance with the necessary instructions or with Terms and Conditions.

You are requested to ensure that the tender documents, including the pre-Qualification Bid and the Financial Bid are submitted after full consideration and understanding of the work envisaged under this contract as defined subsequently.

Dated: 28.06.2010



(D.P.S Rajesh)

Dy Advisor (Communications)

For and on behalf Telecom Regulatory Authority of India

Tele: 23211622

Signature of the tenderer

Telecom Regulatory Authority of India

Chapter -1

INSTRUCTIONS FOR SUBMISSION OF TENDER

1. PREAMBLE

Telecom Regulatory Authority of India (TRAI), a statutory body of the Govt of India, intends to award contract for its printing work. The details of the work required to be done are described in “**Scope of Work**” in Chapter-2

2. BONAFIDE OFFERS

The Tenderer should be bonafide, which shall mean an entity:

- (a) Having a registration number
- (b) Having service tax registration
- (c) Having Permanent Account Number (PAN)
- (d) Having a well established printing press with previous experience in doing printing work for a minimum period of three years in any Central/State Govt & Public Sector Undertakings/reputed private company/MNC during the last five years:
- (e) Meeting all other requisites laid down in this chapter elsewhere

3. TENDER DOCUMENTS

The Tender Document will consist of all documents listed in the page No.1.

These must be submitted together in the manner indicated below, failing which the tender is liable to be rejected. **Incomplete or conditional tender is also liable to be rejected.**

4. SUBMISSION OF TENDERS-TIME LIMIT/MODE

The tender documents duly completed should be submitted in **two separate** parts. The **First Part** should be sealed in a separate envelop and superscripted as “**Pre-Qualification Bid for contract of printing work in TRAI**”. This should contain all information including details of present business and financial standing which would enable TRAI to decide on credentials of the tenderer(s) for performing/doing the job besides earnest money (Para 5 of Chapter-2) and other documents listed below in Para 4.1.1 and elsewhere in the chapter.

Signature of the tenderer

The **Second Part** will consist of the “**Financial Bid for contract for printing work in TRAI**” and should be superscripted on the second envelop as such. Both the envelops should be sealed in one envelop and duly superscripted as “**Contract for Printing work in TRAI**” and addressed to Dy Advisor (Communications), TRAI.

4.1.1. The following documents must be submitted in the Pre-qualification bid:-

- (a) Letter of Submission of Tender and tender documents with all pages duly signed alongwith official seal clearly indicating the name & designation of the person signing the document. The tender documents must be properly numbered and binded.
- (b) Papers indicating registration and constitution of the firm/company and the requisite power of attorney, as the case may be.
- (c) Copy of PAN card & service tax registration.
- (d) Copies of previous experience in doing printing work for a minimum period of three years in any Central/State Govt & Public Sector Undertakings/reputed private company/MNC during the last five years.
- (e) Copies of ongoing contracts in hand, if any.
- (f) Earnest Money Deposit of Rs.20,000/- in form of bank draft/pay order
- (g) At least three samples of printing.
- (h) Samples of papers mentioned in Annexure –II

4.1.2 The schedule of rates give at Annexure-II, duly filled in and signed by the tenderer, shall be submitted in the financial bid.

4.2 The tenders duly completed as described in Para above must reach the designated address up to 15:00 hrs on 12.07.2010 positively. Tenders received after 15:00 hrs on 12.07.2010 will not be opened.

4.3 Any tender delivered or sent otherwise will be at the risk of tenderer(s). In case the last date for receiving the tender and its opening is declared holiday, the tender will be received and opened on the next working day at the same place and venue.

4.4 The tenders will be opened at TRAI's office located at Mahanagar Doorsanchar Bhavan, Jawahar Lal Nehru Marg, New Delhi-110002 at 16:00 hrs on 12.07.2010. Only the envelop containing the pre-qualification bids will be opened on the due date.

4.5 Sealed tenders shall be submitted either by registered post with acknowledgement due or in person. Tender by Telegram/Fax/E-mail will not be considered. TRAI reserves the rights to extend the date of submission and opening of tender.

4.6 **All rates shall be quoted only on the proper form (Annexure-II) of the Schedule of Rates and each page of this schedule shall be signed in full by the tenderer or his authorised signatory as described in sub Para(s) above.**

Signature of the tenderer

- 4.7 The schedule of rates should be filled in carefully after considering all the aspects of work as described in the Chapter-2 on “**Scope of Work and Terms & Conditions**”. No request for change or variation in rates or terms and conditions of the contract shall be entertained on the grounds that the tenderer had not understood the work envisaged by this contract for printing work in TRAI or Labour and Local Laws. Any overwriting in the schedule of rates should be avoided. In case of a mistake, the mistake should be clearly cut and the correction should be signed in full by the tenderer or his authorised signatory.
- 4.8 The tenderer will have to submit an analysis of rates, if called upon to do so by TRAI.
- 4.9 TRAI reserves the right to re-tender or modify the Terms & Conditions of the tender. It also reserves the right to negotiate the rates with the lowest tenderer (i.e L-1).
- 4.10 **Tenderer shall not increase his/their quoted rates in case the TRAI Administration negotiates for reduction of rates, such negotiation shall not amount to cancellation or withdrawal of the original offer and the rates quoted will be binding on the tenderer(s).**
- 4.11 Any variation, addition and/or omission in the items of work to be actually carried out shall not form a basis of any dispute regarding the rates quoted by the tenderer in the tender. The rate quoted by the tenderer shall be applicable irrespective of the volume of the work.
- 4.12 The rates for various printing related heads must be quoted in both words and figures. If there is a variation between the rates quoted in “figures” and in “words” only the rates quoted in words shall be taken to be as correct and valid. If more than one or improper rate is quoted, the tender is liable to be rejected summarily and will not be considered.
- 4.13 Each folio of Tender Documents and every supporting documents attached with it shall be signed by the intending Tenderer or such person on his behalf as is legally authorised to sign for and on his behalf and embossed with official seal at the time of submission.
- 4.14 Tenders containing erasures, omissions or alterations are liable to be rejected. If any corrections become necessary these must be made in ink and all such corrections must be attested by full signature of the tenderer with date.

5. PREVIOUS EXPERIENCE

The tenderer should enclose documents and certificates in proof, to the satisfaction of TRAI, of his previous experience in the field of performing printing work for **three years in any Central/State Govt or Public Sector Undertaking/reputed private company/ MNC during the last five years**. The experience should be in the same Name / firm /

Signature of the tenderer

composition in which it is applying for this contract. Tenders, which are not supported by satisfactory credentials, will not be considered.

6. CONSTITUTION OF THE FIRM

- 6.1 The tenderer who are the constituents of a firm, company and association or society must enclose attested copies of the documents evidencing constitution of their firm/company/association or society, power of attorney and/or partnership deed. Co-operative societies must submit an attested copy of the certificate of registration alongwith the documents mentioned earlier.
- 6.2 If the tender is submitted by a proprietary firm, it shall be signed by the proprietor above his full name and the name of his firm with its current address.
- 6.3 If the tender application is submitted by a firm in partnership, it shall be signed by all partners of the firm above their full names and current address or by a partner holding the Power of Attorney for the firm for signing the application, in which case the certified copy of the Power of Attorney shall accompany the tender application/document. A certified copy of the partnership deed, current address of the firm and the full names and address of all partners of the firm shall also accompany the tender application/document.
- 6.4 If a Private Limited Company, Limited Company or a Limited Corporation submits the Tender Application such Private Limited Company, Limited Company or a Limited Corporation will be required to furnish satisfactory evidence such as Memorandum and articles of association of its existence before the contract is awarded and the tender document will be signed by a duly authorised person.
- 6.5 The cancellation of any documents such as Power of Attorney, Partnerships deed etc shall forthwith be communicated to TRAI in writing, failing which TRAI shall have no responsibility or liability for any action taken on the strength of the said documents submitted earlier or on the basis of the amended documents.
- 6.6 TRAI may recognize changes in Power of Attorney and related documents mentioned in sub-para 6.1 after obtaining proper legal advice, cost of which will be chargeable to the tenderer/contractor.

7. STUDY OF LOCAL CONDITIONS

The tenderer is advised in his own interest to visit the site of the work and acquaint himself with all local conditions, means of access to the work, nature of work etc.

Signature of the tenderer

8. VALIDITY OF OFFER

The tenderer will be required to keep the offer open for a period of **120 (One Hundred Twenty) Days** from the last date of submission of tenders. It shall be understood that the tender document have been sold/issued to the tenderer and the tenderer is permitted to tender in consideration of the stipulation that after submitting his tender, he will not rescind his offer or modify the terms and conditions thereof in any manner that is not acceptable to TRAI. If the tenderer fails to observe or comply with the said stipulation, the amount of earnest money under Para 4.1.1(f) of Chapter -1 shall be liable to be forfeited by TRAI.

9. ACCEPTANCE OF TENDER

- 9.1 The authority for acceptance of the tender documents and tendered rates will rest with the Competent Authority of TRAI, who does not bind himself to accept the lowest or any other tender or does he undertake to assign reasons for his decision in this matter.
- 9.2 Acceptance of tendered rates will be communicated through a letter as soon as possible.
- 9.3 All the tender documents submitted by a tenderer shall become the property of TRAI and TRAI shall have no obligation to return the same to the tender(s).
- 9.4 **Canvassing in connection with tenders is strictly prohibited and the tender submitted by the tenderer, who resorts to canvassing, shall be liable for rejection.**
- 9.5 If the tenderer deliberately give wrong information or conceals any information/facts in his tender, which shall be favourable for acceptance of his tender fraudulently, then TRAI reserves the right to reject such tender at any stage of execution without any financial liability.

10. EVALUATION CRITERIA FOR FINANCIAL BIDS

The printing work in TRAI primarily involves printing of Annual Report and Consultation Papers/Regulations/Recommendations and Performance Indicator reports.

Annual Report:

Frequency	:	Once in a year
No. of Pages	:	250 (approx)
Cover Page	:	300 GSM imported art card in four colours with lamination
Inner Pages	:	135 GSM imported paper in four colours.
Charts/graphs/ Photographs	:	25 (approx)
No of Copies	:	About 200 each in both Hindi and English versions

Signature of the tenderer

Consultation Papers/Regulations/Recommendations/Performance Indicator Report:

Frequency	:	About 12 in a year
No. of Pages	:	50 each (approx)
Cover Page	:	300 GSM imported art card in two colours with lamination
Inner Pages	:	80 GSM Super sunshine in one colour with charts, graphs
No of Copies	:	About 300 each in English version only

On the basis of rates indicated by different bidders, the cost of printing of Annual Report and Consultation Papers/Performance will be worked out and the bidder with total lowest cost will be declared 'L1'.

11. EXECUTION OF CONTRACT DOCUMENT

11.1 The tenderer whose tender is accepted shall be required to appear in the office of TRAI in person or if the tenderer is a firm, company or a corporation, a duly authorised representative shall so appear and **execute the contract documents within seven (07) days of the date of issue of communication from the TRAI's office and start the work from the date prescribed by TRAI.** Failure to do so shall constitute a breach of the contract concluded by the acceptance of the tender.

11.2 The tenderer shall treat the contents of the tender documents as private and confidential.

12. POSTAL ADDRESS FOR COMMUNICATION

Every tenderer shall state in the tender his postal address fully and clearly. Any communication sent to the tenderer by post at his said address shall be deemed to have reached to the tenderer in time.



(D.P.S. Rajesh)

Deputy Advisor (Communication)

Signature of the tenderer

**Telecom Regulatory Authority of India
Chapter – 2**

SCOPE OF WORK, TERMS AND CONDITIONS GOVERNING THE CONTRACT

1. PREAMBLE

Telecom Regulatory Authority of India is a statutory body set up by an act of Parliament. It is functioning as a regulator of the Telecom Sector in India.

2. SCOPE AND NATURE OF WORK

2.1 Printing of Annual Report, Consultation Papers, Recommendations, Regulations and Performance Indicator Reports, etc.

2.2 The printer will be required to collect the manuscripts etc, from TRAI office and deliver the final work at TRAI office. In between he will also be required to bring and collect the proof of the job from the office without any extra charges.

2.2 Printed copies will be required to be supplied, duly tied up in suitable sizes and bundles of equal numbers at TRAI office.

2.4 A sum of not exceeding 2% of the composing, printing and binding charges will be deducted from the bill for every week' delay or part thereof in complying with the date of delivery of the printed copies and /or for bad workmanship. The entire job will be rejected if the same has not been carried out in accordance with the specifications.

3. PAYMENT CONDITIONS

3.1 The contractor will produce bills for release of payment after completion of the printing work.

3.2 TDS and all other taxes will be deducted as per applicable rules.

4. DURATION OF CONTRACT

4.1 At the initial stage, the contract shall be awarded for a period of two years from the date of commencement of contract. TRAI will have discretion for extending it for further terms of one or more years on mutually acceptable terms and conditions and rates at the sole discretion of TRAI. TRAI also reserves the right to terminate the contract at any time during the contract period without assigning any reason.

4.2 However, it will be obligatory on the part of the contractor to continue to work at the rates prevailing on the last date of the contract even beyond contract period for at least 4 (four) months or till the new contract is finalized, which ever is earlier.

5. EARNERST MONEY DEPOSIT

5.1 The tenderer will be required to deposit a sum of Rs.20,000/- (Rupees Twenty Thousand

Signature of the tenderer

only) as earnest money alongwith completed tender documents for pre-qualification bid. The earnest money is towards an undertaking by the tenderer that the tenderer will not back-out from his offer or modify the terms and conditions thereof in a manner not acceptable to TRAI. In case the tenderer fails to observe or comply with the said stipulation, the entire amount (EMD) shall be liable to be forfeited by TRAI.

- 5.2 The deposit as referred to under Para 5.1 above shall be paid in the form of **Pay order or Demand Draft in favour of TRAI, payable at New Delhi and valid for a minimum for a period of six months after the date of issue.**

6. **SECURITY DEPOSIT**

The successful tenderer whose rates are finally accepted must deposit a sum of Rs.30,000/- (Rupees Thirty Thousand Only) as Security Deposit. The EMD amount deposited by the successful tenderer will be adjusted towards the Security deposit. The balance amount of Rs.10,000/- must be deposited by the successful Tenderer within 7 days from the date of issue of offer letter by Pay Order or Demand Draft in favour of TRAI . If he declines or fails to remit the additional amount towards Security Deposit, the entire amount of Rs.20,000/- of EMD adjusted towards Security Deposit will be forfeited.

7. TRAI reserves the right to terminate the contract any time without assigning any reason.

8. **CRITERIA FOR EVALUATION OF TECHNICAL BIDS:**

The technical bids will be opened in the first stage and will be evaluated on following criteria:-


- (a) **Letter of Submission of Tender and tender documents with all pages duly signed alongwith official seal clearly indicating the name & designation of the person signing the document. The tender documents must be properly numbered and binded.**
- (b) **Papers indicating registration and constitution of the firm/company and the requisite power of attorney, as the case may be.**
- (c) **Copy of PAN card & service tax registration.**
- (d) **Copies of previous experience in doing printing work for a minimum period of three years in any Central/State Govt & Public Sector Undertakings/ reputed private company/MNC during the last five years.**
- (e) **Copies of ongoing contracts in hand, if any.**
- (f) **Earnest Money Deposit of Rs.20,000/- in form of bank draft/pay order**
- (g) **At least three samples of printing.**
- (h) **Samples of papers mentioned in Annexure-II**

The financial bids will be opened only in respect of those firms which meet the technical bid criteria mentioned above.

Signature of the tenderer

9. **GENERAL**

Any clarification in regard to the meaning or intent or interpretation of any of the provision of these terms and conditions required on any point shall be sought from Advisor (A&P) TRAI, whose decision in the matter shall be final and binding to all. Any other matter relevant to but not covered in the contract shall also be decided by making reference to him and his decision shall be final and binding to all.



(D.P.S Rajesh)

Deputy Advisor (Communication)

The scope of work and all terms and conditions listed from Para 1 to 9 alongwith their sub-para have been read carefully, understood and accepted.

Signature of the tenderer

TELECOM REGULATORY AUTHORITY OF INDIA
LETTER OF SUBMISSION OF TENDER

To

The Deputy Advisor (Communication)
Telecom Regulatory Authority of India
Mahanagar Doorsanchar Bhavan
Jawahar Lal Nehru Marg (Old Minto Road)
New Delhi – 110002

Subject: **Tender for contract for printing work in TRAI for a period of two years from the date of award of contract**

Dear Sir,

Subject to the conditions given in the tender documents issued to me in connection with the above-mentioned contract, I/We hereby tender for the contract for working as Contractor for TRAI at the rates specified in Schedule of Rates (SOR) (Annexure-II) annexed with the documents. I/We hereby certify that I/We have examined and am/are fully familiar with all the provisions of the contract documents and I/we am/are satisfied that they are accurate and agree to abide by all these terms and conditions laid therein.

2. The following certificates/documents are enclosed herewith:-

- (a) **Letter of Submission of Tender and tender documents with all pages duly signed alongwith official seal clearly indicating the name & designation of the person signing the document. The tender documents must be properly numbered and binded.**
- (b) **Papers indicating registration and constitution of the firm/company and the requisite power of attorney, as the case may be.**
- (c) **Copy of PAN card & service tax registration.**
- (d) **Copies of previous experience in doing printing work for a minimum period of three years in any Central/State Govt & Public Sector Undertakings/reputed private company/MNC during the last five years.**
- (e) **Copies of ongoing contracts in hand, if any.**
- (f) **Earnest Money Deposit of Rs.20,000/- in form of bank draft/pay order**
- (g) **At least three samples of printing.**
- (h) **Samples of papers mentioned in Annexure-II**

Signature of the tenderer

2.1 A sum of Rs.20,000/- (Rupees Twenty Thousand Only) towards earnest money in the form of pay order/demand draft No _____ dated _____ drawn on the bank/barnach _____ in favour of TRAI, payable at New Delhi.

2.2 The details of other contracts held by me/us with other Central/State Govt/Public Sector Undertaking/Autonomous bodies/reputed private company/MNC are given below:-

- i. _____
- ii. _____
- iii. _____

The SOR duly filled and signed is enclosed in a separate sealed envelop. I/we clearly understand that this will be opened on a subsequent date only if my/our pre-qualified bid is acceptable to TRAI.

I/We do hereby declare that the entries made in the tender and annexure attached therein are true.

Yours faithfully,
Signature of Tenderer(s)

Tenderer Address

- 1. _____
- 2. _____

- 1. _____
- 2. _____

Signature of the tenderer

ANNEXURE -II

SCHEDULE OF RATES TO BE QUOTED FOR PRINTING WORK IN TRAI

You are requested to quote the rates in the format given as under:-

Sl	Item of Work	Rate quoted (Rs)
1.	Composing, typesetting, page layout/page making	per page
2	Plate/Processing	per page
3	Scanning	per page
4	Printing	per page
5	Cover Design	per page
6	Lamination	per side of cover
7	Binding	
	(i) Normal binding	Per page
	(ii) Hard binding with Leather	Per binding
	(iii) Hard binding with gold leaf printing	Per binding
8	Paper (Text)	
	(i) 80 GSM Super Sunshine Paper	Per ream
	(ii) 80 GSM Maplitho	Per ream
	(iii) 135 GSM Sinarmas Paper	Per ream
	(iv) 135 GSM imported Paper	Per ream
9	Paper (Cover) 300 GSM imported Art Card Paper	per ream
10	Printing of Cover	Per page
11	Processing of cover	per page
12	Scanning in 4 colours of cover page	per page
13	Graph and Chart design/making charges	Per graph/chart
14	Proofing	Per page

Note: The item of works mentioned at Sl 13 and 14 shall be applicable only for printing of annual report

Additional taxes, if any should be clearly spelt out by the tenderer

You are advised to send us the rate tenders in sealed envelop on or before 12.07.10 alongwith EMD of Rs,20,000/- **(The EMD should be kept out side of the envelops)**

Signature of the Tenderer

Name: _____

Designation _____

Address _____

Signature of the tenderer