

Serial No:.....



BID DOCUMENT

TENDER FOR
SUPPLY OF HARDWARE, SCANNING & UPLOADING OF
SCANNED IMAGES and WEB BASED MONITORING
SOFTWARE
FOR CUSTOMER APPLICATION FORMS (CAFs)
OF MOBILE CUSTOMERS

TENDER No: UPW/S&D/CM/58/MANAGEMENT OF CAFs/2010-11/02 DT. 09/02/2011

DATE OF OPENING on 18.03.2011 at 15:30 Hours.

O/o GENERAL MANAGER (CM), BSNL,
UP (West) TELECOM CIRCLE
MEERUT – 250001

TELEPHONE No. 0121-2655999

FAX NO. 0121-2666623

VISIT US at www.upw.bsnl.co.in

BIDDER'S PROFILE

Name and Postal Address of the Bidder	
Registered Address of Bidder	
Status of the Bidder	<i>(i) Proprietorship concern</i> <i>(ii) Partnership firm</i> <i>(iii) Limited Company</i>
Are you manufacturer of the equipment? If yes, give details of equipment & location of Plant?	
Name of person / authorized signatory submitting the tender, other documents and empowered for correspondence with BSNL	
Bid Security Particulars	Tick One: DD / BG No. Amount: Name of Bank Branch
- Sales Tax registration particulars - Service tax registration particulars	Central: State:

Telephone numbers (with STD Code) of authorized signatory	<i>Office:</i> <i>Residence:</i> <i>Fax:</i> <i>Mobile:</i> <i>E-mail:</i>
Name(s) of Proprietor/ all Partners / all Directors	

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SECTION-I



BHARAT SANCHAR NIGAM LIMITED

(A Govt. of India Enterprise)

O/o THE GM (CM), UP (WEST) TELECOM CIRCLE, MEERUT

NOTICE INVITING TENDER

TENDER No: UPW/S&D/CM/58/MANAGEMENT OF CAFs/2010-11/02 DT. 09/02/2011

Sealed tenders are invited on behalf of the CMD BSNL by the GM (CM) UP (West) Telecom Circle **for supply of hardware, scanning & uploading of scanned images and web based monitoring software for customer application forms (CAFs) of BSNL mobile customers.**

Sale period of bid document	Up to 16: 00 Hrs. of 17.03.2011
Date & time of receipt of tender	Up to 15:00 hrs. of 18.03.2011
Date & time of opening of tender	15:30 hrs. of 18.03.2011
Approx. cost of the work	Rs. 2.30 crores
Bid security	Rs. 4,60,000/- (Rs four lacs and sixty thousand only)
Cost of Bid document	Rs. 2250/-(non-refundable)

- 1 The bidder should be an Indian Company.
- 2 For all hardware items under tender, the bidder must either be the manufacturer or should have specific authorization from manufacturer(s) to supply the said item(s) and to submit the bid for the same.
- 3 The bidder must be willing to undertake Onsite Comprehensive AMC for 3 (three) years beyond the Onsite Comprehensive Warranty period of 1 (one) year.

- 4 Bidder should have executed Commercial orders of the scanning of 3 (THREE) million pages in 1 year during any one of the last 3 financial years 2007-08, 2008-09, 2009-10 in India, for any one of Telecom operators or Banks or Government departments / PSUs, as on the date of opening of the bid.

The bidder has to either purchase or down load the bid document to participate in the tender. The tender documents may be purchased from the **SDE (VTM), O/o the GM (CM), Meerut** on production of proof of payment of **Rs.2250/-** (Rupees Two thousand two hundred fifty only) towards the cost of tender document. The document can be purchased on all working days during office hrs upto one day (working) prior to the date of opening of the bid.

The tender document can also be obtained by downloading from the website (www.upw.bsnl.co.in). In this case, cost of tender document is to be submitted in form of DD as detailed below along with the bid.

The payment for the purchase of tender document will be accepted in the form of Cash or Crossed Demand Draft from any nationalized / scheduled bank payable at Meerut in favour of the **Accounts officer (Cash), O/o the GM (CM), BSNL, Meerut-250001**.

The "Cash Receipt" / "DD" towards the cost of tender document shall be enclosed with the application for purchase of tender document. The cost of tender documents is neither transferable nor refundable.

**AGM (S&D) – CM
1st Floor, MDA Building
Meerut-250001
Phone No.0121-2655999**

**SECTION-II
INSTRUCTIONS TO BIDDERS**

1. DEFINITIONS: -

- a) "The tendering Authority" means the General Manager (CM), UP (West) Telecom Circle, Meerut acting on behalf of Bharat Sanchar Nigam Limited.
- b) "The Bidder" means the Individual or Firm who participates in this tender and submits its bid.
- c) "The Advance work Order" means the intention of tendering authority to place the work order on the Bidder.
- d) "The Contract Price" means the price payable to the Successful bidder under the Work order for the full and proper performance of its contractual obligations.
- e) "SSA" means Secondary Switching Area.
- f) "PSU" means Public Sector Undertaking.

2. ELIGIBLE BIDDERS:

The Eligible Bidder should be reputed, experienced Indian firm or Agency or individuals and having sufficient equipments and trained personnel. The Eligible bidder should have done scanning of 3 (THREE) million pages in 1 year during any one of the last 3 financial years 2007-08, 2008-09, 2009-10 in India, for any one of Telecom operators or Banks or Government/PSU offices. The name, address, phone no. of the person issuing the experience certificate has to be mentioned on the certificate. The application software must be proven one.

As regards application software, the software must have been used in India for last one year by any Telecom Operator or Bank or Government/PSU enterprise. For this, an experience certificate from the client has to be given. The name, address, phone no. of the person issuing the certificate has to be mentioned in the certificate.

These two experience certificates should have been issued by a gazetted officer in case of government and by an authorised signatory under the seal of company, in case of company.

The Bidders shall submit the following documents in Envelope – A of the bid as proof of their eligibility.

- I. Proof of purchase of tender document: in case of purchase from this office, cash receipt from AO (Cash), O/o the GM (CM), BSNL, MEERUT and in case of download, DD of requisite amount drawn in favour of the AO (Cash), O/o the GM (CM), BSNL, MEERUT.
- II. Copies of experience certificates, as mentioned above, duly attested by a gazetted officer
- III. Bid Security in the form of Bank Guarantee / D.D. in favour of the AO (Cash), O/o THE GM (CM), BSNL, MEERUT drawn on any Nationalized/scheduled bank valid for a period of **180 days**.

3. COST OF BIDDING:

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

4. BID DOCUMENTS:

4.1 The bidding procedures, contract terms and the conditions for the work are prescribed in the Bid Document.

The Bid Documents include:

- a) Notice Inviting tender
- b) Instructions to Bidders
- c) General conditions of the contract
- d) Special conditions of the contract
- e) Schedule of requirements
- f) Price Schedule
- g) Bid Form
- h) Bid Security Form
- i) Performance Security Bond Form
- j) Letter of authorization for attending Bid opening
- k) Certificate of near relatives
- l) Deviation certificate
- m) Mutual Non disclosure agreement
- n) Mandate form
- o) Check list.

4.2 The Bidder is expected to thoroughly read and understand all the terms & conditions of this tender along with instructions, forms, terms and specific conditions in the Bid Document.

Failure to furnish all information required as per the Bid Documents or submission of the bids not substantially responsive to the Bid Documents in every respect will be at the bidder's risk and the Bid is liable to be rejected.

5. CLARIFICATION OF BID DOCUMENTS

5.1 A prospective Bidder, requiring any clarification on the Bid Documents shall notify the tendering authority or his representative in writing or by Telex/Cable/FAX at the tendering authority's mailing address indicated in the invitation of bid. The tendering authority shall respond in writing to any request for the clarification of the Bid Documents, which it receives not later than **5 (Five) working days** prior to the date of opening of tender. The queries and clarifications thereof, without identifying the source shall be uploaded on the website by the tendering authority for reference of all bidders including the one who has sought clarification.

5.2 Any clarification issued by BSNL in response to query raised by prospective bidders shall form an integral part of bid documents and it may amount to an amendment of relevant clauses of the bid documents

6. AMENDMENT OF BID DOCUMENTS

6.1 At any time, upto one day prior to the date for submission of bid, the tendering authority may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the Bid Document by amendments.

6.2 The amendments shall be notified on the website for information of all bidders and these amendments will be binding on them.

6.3 In order to provide bidders a reasonable time to take the amendments into account in preparing their bids, the tendering authority may at its discretion, extend the deadline for the submission of Bids suitably.

7. Preparation of BIDs

DOCUMENTS COMPRISING THE BID

It is a two-bid system and the bid prepared by the bidder shall comprise the following components:

- i) **TECHNICAL BID:** shall comprise the following documents contained in two separate envelopes as under:

(a) Envelope - A

- a.1 Proof of purchase of tender document: in case of purchase from this office, cash receipt from AO (Cash), O/o the GM (CM), BSNL, MEERUT and in case of download, DD of requisite amount drawn in favour of the AO (Cash), O/o the GM (CM), BSNL, MEERUT.
- a.2 Copies of experience certificates, as mentioned in clause 2 above.
- a.3 Bid Security, as per clause 11, section – II.

(b) Envelope – B

- b.1 Documents as detailed out in clause 7, section - II to establish that the bidder is eligible to bid and is qualified to perform the contract if his bid is accepted.
- b.2 A Bid form completed in accordance with clause 8 section- II.

- ii) **FINANCIAL BID:** contained in **Envelope – C**, shall comprise the “Price Schedule” (as per section-VI) and to be submitted in a separate cover in accordance with clause-9 & 10.

All three envelopes containing its own enclosures as above should be duly super-scribed as Envelope – A/B/C and these three envelopes are to be submitted in a large cover.

The Bids will be opened in two stages with financial bid (price schedule) at a later date (to be communicated) after evaluation of the technical bids.

Documents to be submitted in Envelope – B of Technical bid:

- a) Power of Attorney, in original, to sign and submit the bid as per 13.3 .
- b) Duly signed and filled up Bid document except price schedule(Section-VI)
- c) Certificate of Incorporation and Articles or Memorandum of Association or partnership deed or documents in support of proprietorship as the case may be.
- d) Documentary evidence regarding the financial stability/credibility i.e. balance sheet /income tax returns/solvency certificate.
- e) Current Labor license (Registration with State/ Central government ministry of labor departments), if applicable.
- f) Certificate of near relatives as per section – XI
- g) No deviation certificate as per section – XII
- h) Mutual non disclosure agreement as per section – XIII
- i) Mandate form as per section – XIV
- j) A copy of EPF registration certificate, if applicable
- k) A copy of Service Tax registration certificate
- l) Specific authorization by the manufacturer (in case bidder is not manufacturer) – in original for all Hardware items to be supplied under this contract. However, in case the cost (unit cost all inclusive X quantity) of tendered item is less than Rs. 50,000/-, no authorization will be required from manufacturer of that item.
- m) Documentary evidence to establish the bidder as Original Equipment Manufacturer (in case bidder claims to be OEM).
- n) The List of equipment available with the bidder to be submitted. If required a committee duly authorized by the tendering authority will inspect and ascertain the same
- o) Other related documents, if any.

Note: If any one of the above documents, required to be submitted along with the technical bid, is found wanting, the offer is liable to be rejected at that stage. However, the purchaser at its discretion may call for any clarification regarding the document. The purchaser at its discretion may also ask for the submission of any additional/missing document(s) within a stipulated time period. In such case(s), the bidder shall have to comply with the purchaser's requirement within the specified time. In case of non-compliance within the time so specified, the bid will be outrightly rejected without entertaining further correspondence in this regard.

8. BID FORM

The Bidder shall complete the Bid form as per Section VII.

9. BID PRICES

- 9.1 The bidder shall give the total composite price inclusive of all levies & taxes i.e. sales tax & excise duty, packing, forwarding, freight and insurance etc. but excluding Octroi/ Entry Tax which will be paid as per actual, wherever applicable. The basic unit price and all other components of the price need to be individually indicated against the goods it proposes to supply under the contract as per the price schedule given in Section VI. Prices of additional items considered essential by the vendor for execution of contract, if any, should also be quoted as stipulated in price schedule. The offer shall be firm in Indian Rupees. No Foreign exchange will be made available by the purchaser.
 - 9.2 Prices indicated in the Price Schedule shall be entered in the following manner:
 - i. The Basic Unit price (Ex-Factory Price) of the goods including Excise duty, Sales Tax, Freight, Forwarding, Packing, Insurance and any other Levies/Charges already paid or payable by the supplier shall be quoted separately item wise.
 - ii. The supplier shall quote as per price schedule given in section VI for all the items given in schedule of requirement.
 - 9.3 A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.
 - 9.4 The prices quoted by the bidder shall be in sufficient detail to enable the purchaser to arrive at the price of equipment/system offered.
 - 9.5 "DISCOUNT, if any, offered by the bidders shall not be considered unless specifically indicated in the price schedule. Bidders desiring to offer discount shall therefore modify their offers suitably while quoting and shall quote clearly net price taking all such factors like discount, free supply, etc, into account".
 - 9.6 The price approved by BSNL for procurement will be inclusive of levies and taxes, packing, forwarding, freight and insurance as mentioned in Clause 9.1 subject to other terms and conditions as stipulated in clause 9.2 & 21.2 of section-II of Bid document.
 - 9.7 Unless otherwise stated the rates should be quoted on free delivery at the ultimate consignees/consignee premises which can be any where within the geographical area of U.P. (West) Telecom Circle in fully packed condition and duly marked.
- 10.** The price approved by BSNL for procurement will be inclusive of levies and taxes, packing, forwarding, freight and insurance as mentioned in Para 9.1 above. Break-up in various heads like excise duty, sales tax / VAT, insurance, freight and other taxes paid/payable as per clause 9.2 (i) is for the information of the purchaser.

11. BID SECURITY

- 11.1 Pursuant to Clause 7 the Bidder shall furnish, as part of his bid, a bid security for an amount of Rs. 4, 60,000/- (Rupees Four lacs sixty thousand only)
- 11.2 The bid security is required to protect the tendering authority against the risk of bidder's conduct, which would warrant the bid security's forfeiture, pursuant to para 11.7.
- 11.3 The bid security shall be in the form of Bank Guarantee in favour of AO (Cash), O/o The GM (CM), UP (West) Telecom. Circle, Meerut and valid for 180 days (from the date of bid opening) from Nationalized/scheduled bank/DD drawn in favour of AO (Cash), O/o The GM (CM), BSNL, MEERUT.
- 11.4 The bid is liable to be rejected, if the bid security is not in accordance with para 11.1 & 11.3.

- 11.5 The bid security of the unsuccessful bidder will be discharged / returned as promptly as possible, but not later than 60 days after the expiry of the period of bid validity prescribed by the tendering Authority, pursuant to clause 12 of section II.
- 11.6 The successful bidder's bid security will be discharged upon the bidder's acceptance of the advance work order satisfactorily in accordance with clause 26 and furnishing of the performance security.
- 11.7 The bid security may be forfeited, if a bidder withdraws his bid during the period of bid validity as prescribed in clause 12 of Section-II. **OR**
- a) If the L-1 bidder fails to accept the Advance Work Order and having accepted the Advance Work Order, fails to furnish Performance Security. **OR** having accepted the advance work order, if a bidder other than L-1 fails to submit the Performance Bank Guarantee within the prescribed period in accordance with clause 26 of Section-II. **OR**
- b) If any bidder, having been notified of the acceptance of its bid by the tendering authority during the period of bid validity, i) fails or refuses to execute the contract, if required, or ii) fails or refuses to furnish the performance security, in accordance with the instructions to bidders.
- c) In all the above cases i.e. 11.7 (a, b & c) the bidder will not be eligible to participate in the open tender for same item for one year from the date of issue of the Advance Work Order. The bidder will not approach the court against the decision of BSNL in this regard.

12. PERIOD OF VALIDITY OF BIDS

- 12.1 Bid shall remain valid for 150 days from the date of bid opening. The tendering authority shall reject a bid offered for a shorter period of validity, as non-responsive.
- 12.2 In exceptional circumstances, the tendering authority 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 11 shall also be suitably extended. The bidder may refuse the request without forfeiting his bid security. A bidder accepting the request and granting the extension will not be permitted to modify his bid.

13. FORMAT AND SIGNING OF BID

- 13.1 The bid shall be typed or printed, numbered consecutively and shall be signed by the bidder or a person or persons duly authorized to bind the Bidder to the contract. Written power-of-attorney accompanying the bid shall indicate the letter of authorization. The person or the persons signing the bid shall sign on all pages of the original bid. The bids submitted shall be sealed properly.
- 13.2 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 in full by the person or persons signing the bid.
- 13.3 **POWER OF ATTORNEY** (As per pro-forma available at section XV)
- (i) The power of attorney in original, executed on the non-judicial stamp paper of appropriate value as prevailing in the respective state(s) and attested by a Notary public or registered before Sub-registrar of the state(s) concerned should be submitted along with the bid.
- (ii) The power of attorney should be executed by a person who has been authorized by the Board of Directors in this regard, on behalf of the Company/Institution/Body Corporate.
- (iii) In case of bidder being a partnership firm, the said Power of Attorney should be executed by all the partner(s) in favour of the said company.

14. SEALING AND MARKING OF BIDS

14.1

- a) The bidders are specifically required to submit their offers in three parts, each in different sealed envelopes duly super scribed as mentioned in Clause – 7, Section II.
- b) Above three covers are to be sealed properly under the PERSONAL SEAL of the bidder. All the three covers (**A, B & C**) shall be kept in one outer cover which will also be sealed and super scribed with personal seal.
- c) The documents required to be put in a particular envelope as above, are found in another envelope, the bid is liable for rejection. If the envelopes are not sealed and super scribed as required above, the bid is liable for rejection in tender opening stage itself.
- d) If any of the document required to be submitted in envelope A is found to be wanting, the concerned bid is liable to be rejected at the opening stage itself and the remaining envelopes B & C will not be opened.

14.2

- a) All the envelopes as per 14.1 above shall be addressed to the purchaser at the following address:
**Asstt. GENERAL MANAGER (S&D)-CM,
1st floor, MDA Building, Near Reserve Police Line,
Meerut, U.P. PIN-250001.**
- b) The envelopes shall bear “Tender for SUPPLY OF HARDWARE, SCANNING & UPLOADING OF SCANNED IMAGES and WEB BASED MONITORING SOFTWARE” and the words “Do Not Open Before (DUE DATE & TIME)”.
- c) The inner and outer 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 or delivered in person on above mentioned address (address is given in Clause 14.2 (a) above. The responsibility for ensuring that the tenders are delivered in time would vest with the bidder.
- e) Bids delivered in person on the day of tender opening shall be dropped in the tender box kept in the office of **AGM (S & D) - CM** at the venue (address is given in clause 14.2 (f) below) up to the time prescribed for submission of bid. The purchaser shall not be responsible if the bids are delivered elsewhere.
- f) **Venue of Tender Opening:** Tender will be opened in the room mentioned in clause 14.2 (a) at due time and date. If due to administrative reasons, the venue of bid opening is changed, it will be displayed prominently in the room mentioned at 14.2 (a).

- 14.3 If the envelopes are not sealed and super scribed as required at para 14.1 and 14.2, the bid is liable for rejection in the tender opening stage itself.

15. SUBMISSION OF BIDS & LATE BID

- 15.1 Bids must be received by the tendering authority at the address specified under para 14.2 not later than 13:00 hrs. on due date.
- 15.2 The tendering authority may, at its discretion, extend this deadline for the submission of bids by amending the bid documents with clause 6 in which case all rights and obligations of the tendering authority and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.
- 15.3 Late Bids: Any bid received by the tendering authority after the deadline for submission of bids prescribed by the tendering authority pursuant to Clause 15, shall be rejected and returned unopened to the Bidder. BSNL is not responsible for any postal delay.

16. PERFORMANCE SECURITY

- 16.1 All the suppliers (including small scale units who are registered with the National Small Scale Industries Corporation scheme) shall furnish performance security to the purchaser for an amount equal to 5% of the value of purchase order within 14 days from the date of issue of advance Work Order by the Purchaser.

- 16.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete its obligations under the contract.
- 16.3 The performance security bonds shall be in the form of Bank Guarantee issued by a scheduled Bank and in the form provided in `Section IX` of this bid document.
- 16.4 The performance security bond will be discharged by the purchaser after completion of the supplier's performance obligations including any warranty obligations under the contract.

17. MODIFICATIONS AND WITHDRAWAL OF BIDS

- 17.1 The Bidder may modify or withdraw his bid after submission provided the open tendering authority receives the written notice of the modification or withdrawal prior to the deadline prescribed for submission of bids.
- 17.2 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 14 & 15. A withdrawal notice may also be sent by telex/FAX but followed by the signed confirmation copy, post marked not later than the deadline for submission of bids.
- 17.3 Subject to Clause 19, no bid shall be modified or withdrawn subsequent to the deadline for submission of bids.

18. PRELIMINARY EVALUATION

- 18.1 **Opening of bids by Tendering Authority:** The Tendering Authority shall open bids in the presence of Bidders or their authorized representatives who choose to attend, at scheduled date & time. The Bidder's representatives, who are present, shall sign in attendance register, kept for this purpose. The bidders shall submit authority letter to this effect before they are allowed to participate in bid opening. (A FORMAT IS GIVEN IN SECTION X).
- 18.2 A maximum of two representatives for any bidder shall be authorized and permitted to attend the bid opening.
- 18.3 The bidder's names, modifications, bid withdrawals and such other details, as the Tendering Authority at its discretion consider appropriate, will be announced at the opening.
- 18.4 Arithmetical error shall be rectified on the following basis. If there is any discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the tendering authority shall correct the total price. If there is a discrepancy between words and figures, the amount in words shall prevail. If the successful bidder does not accept the correction of the errors, his bid shall be rejected.
- 18.5 Prior to the detailed evaluation, pursuant to this, the tendering authority will determine the substantial responsiveness of each bid to the bid documents. 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 tendering authority's determination of bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.
- 18.6 A bid, determined as substantially non-responsive, will be rejected by the tendering authority and shall not be made responsive subsequent to the bid opening by the bidder by correction of the non-conformity.
- 18.7 The tendering authority may waive any minor infirmity or non-conformity or irregularity in a bid that does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.
- 18.8 The tendering authority shall evaluate in detail and compare the bids to be substantially responsive.

19. CLARIFICATION OF BIDS

To assist in the examination, evaluation and comparison of bids, the tendering authority 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.

20. TECHNICAL EVALUATION

- 20.1 Tendering Authority shall evaluate the bids to determine whether they are complete, whether any computational errors have been made, whether required documents have been submitted, whether the documents have been properly signed and whether the bids are generally in order and is in conformity with clause No.29.
- 20.2 The tendering authority shall further evaluate the bids to determine whether they are in conformity with section V.

21. EVALUATION AND COMPARISON OF SUBSTANTIALLY RESPONSIVE BIDS

- 21.1 The Purchaser shall evaluate in detail and compare the bids previously determined to be substantially responsive pursuant to clause 18 & 20.
- 21.2 (a) The evaluation and comparison of responsive bids shall be done on the basis of net cost to BSNL on the prices of the goods offered inclusive of duties and taxes (but excluding CENVAT-able Duties & Taxes), Sales Tax, Packing, Forwarding, Freight and Insurance charges etc. as indicated in Col. 17 of the price schedule in the Sec. VI of the Bid document. As stipulated in clause 9.1, Octroi / Entry Taxes are not to be included in the composite price and hence the same will not be considered for the purpose of evaluation and comparison. However, Octroi/Entry Taxes will be paid extra, as per actual wherever applicable on production of proof of payment/relevant invoices/documents.
- (b) (i) "Duties & Taxes for which the firm has to furnish CENVAT-able Challans/Invoices will be indicated separately in the PO / APO".
- (ii) Vendors should furnish the correct E.D./Customers Tariff Head in the price Schedule. If the credit for the Duties and Taxes under CENVAT Credit Rules, 2004 is found to be not admissible at any stage subsequently owing to wrong furnishing of Tariff Head, then the vendors will be liable to refund such non-admissible amount, if already paid, along with penalty if charged by the concerned authority.
- (iii) In case the Duties & Taxes which are non CENVAT-able as per the quotes indicated in the price schedule by the vendors and subsequently at any stage it is found that Credit for such Duties & Taxes is admissible as per CENVAT Credit Rules, 2004, then the vendors will be liable to refund the amount equivalent to such Duties & Taxes if already paid to them. However, the purchaser may allow the supplier to submit necessary documents in this regard which may enable the purchaser to avail the CENVAT credit provided such credit is still available for the amount so paid as per CENVAT Credit rules 2004.
- (iv) The purchaser reserves the right to ask the bidders to submit documentary proof confirming the correct tariff head from the E.D./Customs Authority where the tariff head furnished against the particular tendered item by different bidders differs from each other or the same is found apparently not furnished in accordance with E.D./Customs Tariff notifications.
- (v) "If the supplier fails to furnish necessary supporting documents i.e. Excise/Customs Invoices etc. in respect of the Duties/taxes which are CENVAT-able the amount pertaining to such Duties/Taxes will be deducted from the payment due to the firm."
- 21.3 Tender will be evaluated as a package, for all the items given in the price schedule (Section-VI) inclusive of all taxes & levies but excluding CENVAT-able duties & taxes. The NPV of AMC charges discounted at 12% will be added to the quoted price for supply and services for the purpose of evaluation.
- 21.4 The tendering authority has the right to reject the bids that are unworkable & the decision of the tendering authority is final.

22. CONTACTING THE TENDERING AUTHORITY

- 22.1 No bidder shall try to influence the tendering authority on any matter relating to its bid, from the time of the bid opening till the time the contract is awarded.
- 22.2 Any effort by a bidder to influence the tendering authority in the tendering authority's bid evaluation, bid comparison or contract award decision shall result in the rejection of the bid.

23. AWARD OF CONTRACT

- 23.1 The tendering authority shall consider placement of orders only on the eligible bidder whose offer has been found technically, commercially and financially acceptable. The tendering authority reserves the rights to counter offer price (s) against price (s) quoted by any bidder.
- 23.2 On successful certification, the service job should be started within a week's time. The works have to be completed within the prescribed time limits, as mentioned in the work order(s).

24. TENDERING AUTHORITY'S RIGHT TO VARY QUANTITIES AT THE TIME OF AWARD

- 24.1 The tendering authority reserves the right at the time of award of contract to increase or decrease the services by 25% of the total quantity of services specified in the Schedule of Requirements without any change in unit price of the offered services or other terms and conditions.
- 24.2 In exceptional situations where the requirement is of an emergent nature and it is necessary to ensure continued service from the existing bidder, the tendering authority reserves the right to place repeat order up to 50% of the services contained in the running tender/contract within a period of twenty four months from the earliest date of acceptance of work order at the same rate or a rate negotiated (downwardly) with the existing bidder considering the reasonability of rates based on prevailing market conditions and the impact of reduction in duties and taxes etc.

25. TENDERING AUTHORITY'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

The tendering authority 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 tendering authority's action.

26. ISSUE OF ADVANCE WORK ORDER

- 26.1 The issue of an Advance Work Order shall constitute the intention of the tendering authority to enter into the contract with the Bidder.
- 26.2 The bidder shall give his acceptance along with Performance Security within the time stipulated in the Advance work order, in conformity with Clause 8 of Section III of the Bid document, which should be furnished in the form prescribed in Section IX of the Bid document.

27. SIGNING OF CONTRACT

- 27.1 The issue of the Advance Work Order shall constitute the award of contract on the firm. The successful bidder & tendering authority shall enter into an agreement & sign document for executing the services for a period of 24 months.
- 27.2 Upon the successful Bidder furnishing the performance security pursuant to Clause 26, the tendering authority shall discharge the bid security pursuant to Clause 11.

28. ANNULMENT OF AWARD

Failure of the successful Bidder to comply with the requirement of Clause 26 & 27 shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security in which event the tendering authority may make the award to any other bidder at the discretion of the tendering authority or call for new bids.

29. The tendering authority reserves the right to disqualify the successful bidder for a suitable period that habitually failed to carry out services in time. Further, who do not perform satisfactorily in the field in accordance with the specifications may also be disqualified for a period as decided by the tendering authority.
30. The tendering authority reserves the right to blacklist a bidder for a specific period in case he fails to honor his bid without sufficient grounds.
31. Certificate: Proper proof of successful execution of Commercial orders of similar nature as mentioned in clause 2 above. (Copy of **performance certificates** only to be submitted). Mere submission of work order copies will not be considered.

32. TERMINATION FOR DEFAULT

- 32.1 The tendering authority may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the successful bidder, terminate this contract in whole or in part.
1. If the successful bidder fails to render services within the time period specified in the contract, or any extension thereof granted by the tendering authority.
 2. If the successful bidder fails to perform any other obligation(s) under the contract;
and
 3. If the successful bidder, in either of the above circumstances does not remedy his failure within a period of **15 days** after receipt of the default notice from the tendering authority.
- 32.2 In the event the tendering Authority terminates the contract in whole or in part the tendering Authority may get services from any other bidder, upon such terms and in such manner, as it deems appropriate. The successful bidder shall be liable to the tendering authority for any excess cost for such services. However, the successful bidder shall continue performance of the contract to the extent not terminated.
- 32.3 The Contract can be terminated by The GM (CM), Meerut at any time without assigning any reason and without notice.
- 32.4 Any attempt of negotiation, direct or indirect, on behalf of the bidder with the authorities connected with approval / acceptance of tender or any endeavor to secure any interest for an actual or prospective tender will render the bid liable for exclusion from consideration.

33. NEAR RELATION CERTIFICATE

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

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

The near relatives for this purpose are defined as:

- a. Members of a Hindu undivided family.
- b. They are husband and wife.
- c. The one is related to the other in the manner as father, mother, son(s) & Son's wife (daughter in law), Daughter(s) and daughter's husband (son in law), brother(s) and brother's wife, sister(s) and sister's husband (brother in law).

**SECTION III
GENERAL CONDITIONS OF CONTRACT**

1. GENERAL

- 1.1 The contractor during the period of this contract shall supply all the goods/software/services mentioned in Schedule of Requirement, conforming to the standards as prescribed in the Technical Specifications, and carry out the works as described in scope and description of work.
- 1.2 The contractor shall employ the requisite number of workmen with means, material and tools required for the proper execution of work within the time prescribed in the agreement.
- 1.3 The contractor shall not charge any extra amount for traveling or transport expenses, overtime allowance and charges for materials used by him and will not be entitled to get compensation for any damage or loss in the course of execution of works.
- 1.4 The contractor shall execute the work in the most efficient manner in every respect and in strict accordance with the instructions given to him from time to time by The GM (CM), UP (West), Meerut or his representative, including the instructions contained in the agreement.

2. INDEMNIFICATION

- 2.1 The contractor shall indemnify BSNL against all third party claims of infringement of patent, trademark or industrial design rights, if any, as and when they arise.
- 2.2 In every case in which by virtue of the provisions of Workmen Compensation Act, BSNL is obliged to pay compensation to a workmen employed by the contractor in execution of work, BSNL will be entitled to recover from the contractor the amount of compensation paid. The BSNL shall not be bound to contest any claim against it under the Act except on the written request of the contractor and upon his giving to BSNL, full security for all costs for which the BSNL might become liable in consequence to contesting such claim.
- 2.3 The contractor shall indemnify BSNL against all other damage, costs, charges and expenses for which the BSNL may be held liable or incur or pay on account of the negligence of the contractor or his servants or any person under his control whether in respect of injury to the person or damages to the property of any member of the public or any other concerned during executing the works or otherwise and against all claims and demands in respect thereof.

a) APPLICATION

The general conditions shall apply in contracts made by the tendering authority for the services required.

b) STANDARDS

The services under this contract shall conform to the special conditions mentioned in Section IV.

3. INSPECTION AND TESTS

3.1 Verification of Goods/Hardware

The consignee shall after the receipt of goods/Hardware verify the same in the following manner:

- a. Comparison of make and model number of goods/Hardware actually supplied with those mentioned in the work / purchase order. The additional accessories/ components (if any) shall also be verified taking reference from the Technical Specifications mentioned in the Section V of the bid-document.
- b. Normally there is packing list supplied by manufacturer in the packing of each equipment mentioning various items such as User Manual, CDs, Driver floppies, adapter, cables, etc. It shall be verified by the consignee for any missing item and verification report prepared. The photocopies of packing lists shall be kept in a file for record. If such packing list is not available, consignee shall verify the completeness of supplied items at his own discretion.
- c. For software items, only physical verification of item is sufficient. The packet shall be opened and the count of CDs, their exact nomenclature along with distinguishing numbers/ serial no., etc shall be noted down and kept in record.

No payment shall be made for the goods rejected during verification.

3.2 Acceptance Testing (A/T):

- 3.2.1 The equipment shall be got tested by the supplier, by an **Acceptance Testing (A/T)** team constituted by the GM (CM), UP (West), Meerut.
- 3.2.2 The A/T will be performed in 2 phases:
- After the initial setup of hardware and software is complete and system is ready for scanning of CAFs.
 - After the scanning process is 80% complete and the system is available with approx. 30 lacs scanned CAF forms. This phase will cover the reporting, query and performance testing of the system
- 3.2.3 The Test Schedule for the acceptance testing shall be provided to the supplier by the purchaser. The test schedule shall cover 100% functional tests on the sub-systems and operation of CAF scanning software. All tests necessary for inter-working in the network/ systems shall also be covered.
- 3.2.4 The GM (CM), UP (West), Meerut has the right to make modifications or additions in the schedule as considered necessary.
- 3.2.5 The supplier shall make available the software programs and testers required for carrying out the acceptance tests as per the schedule.
- 3.2.6 The supplier shall make good / attend to all the shortcomings pointed out by the A/T team within 15 (fifteen) days of the completion of A/T.
- 3.2.7 Supplier shall be wholly responsible for the successful Acceptance Testing (A/T) of the system.

Commissioning of the System shall be declared by the GM (CM) after the successful completion of A/T. Declaration of commissioning will not be delayed on account of minor defects which do not materially effect the commercial use of the system, provided that the supplier undertakes to make good the same in a time limit not exceeding one month. Tendering authority may relax some of the shortcomings pointed out by A/T team at his own discretion. **Taking Over Certificate** shall be issued by the consignee six (6) months after the commissioning of the system. Before issue of Taking over Certificate both parties shall endeavor:

(a) To complete 100% scanning

(b) Successful live run for at least 3 months after commissioning of the system

4. If any equipment or any part thereof, is found defective or fails to fulfill the requirements of the contract, the supplier shall make good the defective equipment, or alter the same to make it complying with the requirements of the contract forthwith and in any case within a period not exceeding one month after A/T report. The replacements shall be made by the supplier free of all charges at site. Should it fail to do so within this time, the purchaser reserves the right to reject and replace at the cost of the supplier the whole or any portion of the equipment as the case may be, which is defective or fails to fulfill the requirements of the contract. The cost of any such replacement made by the purchaser shall be deducted from the amount payable to the supplier.

5. DELIVERY TERMS

- 5.1 The delivery of the goods shall be to ultimate consignee as given in the work / purchase order.
- 5.2 The delivery time of server shall be **FOUR WEEKS** from the date of placement of work order.
- 5.3 The Installation & Commissioning of the server shall be completed within **EIGHT WEEKS** of placement of Work Order. The implementation will be done at the earliest.

- 5.4 The bidder has to establish scanning stations at SSAs parallel to installation of server. The expected rate of scanning of forms should be 1000 CAFs per day per SSA. Therefore, the bidder has to complete the scanning process for the CAFs available within time as indicated in the work order but within 6 months from the date of issue of work order, with attendant penalties.
- 5.5 Delivery Challan should be in triplicate indicating number, date and details of material supplied.
- 5.6 Undertaking shall be given by the supplier that the equipments have been tested prior to shipment as per the standard norms.
- 5.7 For delivery of tangible items, Delivery Challans should be submitted in triplicate indicating number, date and details of material supplied.
- 5.8 Undertaking shall be given by the supplier that the equipments have been tested prior to shipment as per the standard norms.
- 5.9 Warranty card duly signed by the supplier shall be given to the purchaser, indicating one year comprehensive onsite warranty covering all parts, but excluding consumables.

6. PACKING, MARKING AND TRANSIT INSURANCE

- 6.1 The supplier shall pack at his own cost the goods properly and sufficiently strong to withstand the worst conditions of transportation. Each packed carton shall be suitably marked and labeled by the supplier at his own expenses.
- 6.2 The purchaser shall not pay separately for the transit insurance and the supplier may therefore go in for transit insurance if he so desires and there is no binding from BSNL on this score. The supplier shall be responsible for all kind of losses, i.e. loss due to theft, damage, shortage etc. till the receipt of entire quantity of stores in good condition by the consignee.
- 6.3 Goods shall remain at the risk of the supplier until delivery has been completed.

7. TRAINING

- 7.1 The supplier shall provide training to BSNL staff / officers at SSAs and Circle level free of cost. The training shall commence at appropriate time as may be decided by the purchaser. All the equipment required for imparting training will be arranged by the Supplier.
- 7.2 The training shall include modules for System Administrators and users, in addition to any other module which the supplier considers necessary for running the system effectively. For System Administration, training shall be imparted to upto 6 (six) officers
- 7.3 The supplier shall provide necessary course material & literature for each participant free of cost. The training shall include both theory and practice sessions.
- 7.4 The venue of training shall be decided with mutual consent between purchaser and supplier. If training is imparted outside the station, the travel expenses and boarding / lodging of the trainees shall be borne by Purchaser.
- 7.5 The Training module for System Administration shall at least cover following topics:
 - 7.5.1 System Design
 - 7.5.2 Architecture of System – Hardware & software
 - 7.5.3 Data flow & Data Backups
 - 7.5.4 Operation and maintenance of Hardware & Software.
 - 7.5.5 System administration and change of parameters.
 - 7.5.6 Password Management
 - 7.5.7 Demonstration of all modules of services (QC, administration, QC etc.) with complete work-flow.
 - 7.5.8 Database training

8. PERFORMANCE SECURITY

- 8.1 The successful bidder shall furnish performance security to the Tendering Authority for an amount equal to 5% of the approved tender value, in the form of Bank Guarantee within the stipulated time after the receipt of the Advance Work Order.
- 8.2 The proceeds of the performance security shall be payable to the tendering authority as a compensation for successful bidder's failure to complete its obligations under the contract or for any loss resulting from the non performance of the contract.
- 8.3 The Performance Security shall be in the form of a Bank Guarantee for a period of **Three years**, issued by a Scheduled Bank and in the form provided in the Bid Document, Section IX.
- 8.4 The tendering authority will discharge the Performance Security after completion of the Successful bidder's performance obligations, under the contract.

9. PAYMENT TERMS

- 9.1 **Hardware items:** 100 % payment for the hardware items supplied will be done after the completion of successful acceptance testing of phase I as mentioned in clause 3.2.
- 9.2 **Software items:**
 - 9.2.1 25% payment of software items after 25 % scanning is done.
 - 9.2.2 Further 25% payment of software items after further 25% scanning is done.
- 9.3 100% payment of software items after total of 80 % scanning is done and completion of successful acceptance testing of phase II as mentioned in clause 3.2.
- 9.4 **Scanning and Additional Item:** The 100% of value of the scanning services rendered during a month will be paid on successful completion of scanning and uploading of commercial documents of mobile customers to the satisfaction of the tendering authority. For claiming this payment the successful bidder has to submit the following documents to the paying authority
 - (a) Invoice
 - (b) A certificate from the designated authority or in charge of the scanning process for the number of commercial documents.
- 9.5 The Income tax will be deducted from the bill amount due as per the standing rules in vogue.
- 9.6 The payment for the service rendered will be made by the paying authorities mentioned in the detailed work order to which the services rendered.

10. PRICES

- 10.1 The bidder shall give the total composite price inclusive of all levies and taxes i.e. Service Tax etc. The basic unit price and all other components of price need to be individually indicated as per the price schedule. Prices of incidental services also should be quoted. The offer shall be firm in Indian Rupees. The Tendering Authority shall make no foreign exchange available.
- 10.2
 - (a) Prices charged by the successful bidder for services performed under the contract shall not be higher from the prices quoted by the successful bidder in his bid.
 - (b) In case of revision of Statutory Levies/Taxes during the finalization period of the tender the Tendering Authority reserves the right to ask for reduction in the prices.
 - (c) Price once fixed will remain valid for the period of contract, irrespective of increase/ decrease of taxes and other statutory duties.
- 11. In case of delayed services after the scheduled period the advantage of reduction of tax/duty would be passed on to the tendering authority and no benefit of increase in price will be permitted to the successful bidder if there is any increase in tax/duty.

12. CHANGES IN WORK ORDERS

- 12.1 The tendering authority may, at any time, by a written order given to the successful bidder, make changes within the general scope of the contract in any one or more of the following:
- (a) The services to be provided by the successful bidder.
 - (b) Paying authority
- 12.2 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 and the contract shall accordingly be amended. Any proposal by the successful bidder for adjustment under this clause must be made within thirty days from the date of receipt of the change in order.

13. SUBCONTRACTS

The successful bidder shall notify the tendering authority in writing of all subcontracts awarded under this contract if not already specified in his bid. Such notification, in his original bid or later shall not relieve the successful bidder from any liability or obligation under the contract.

14. DELAYS IN THE SUCCESSFUL BIDDERS PERFORMANCE

- 14.1 Performance of services shall be made by the successful bidder in accordance with the time schedule specified by the tendering authority in its Work order. In case the service is not completed in the stipulated period, as indicated in the Work order, tendering authority reserves the right either to short close/cancel this Work order and/or recover damage charges. The cancellation/short closing of the order shall be at the risk and responsibility of the Successful bidder and Tendering Authority reserves the right to order the balance of work at the risk and cost of the defaulting vendors.
- 14.2 Delay by the successful bidder in the performance of its obligations shall render the successful bidder liable to any or all of the following sanctions, namely, forfeiture of its performance security, imposition of liquidated damages and/or termination of the contract for default.
- 14.3 If at any time, during performance of the contract, the successful bidder or sub-contractor(s) should encounter conditions impeding timely performance of service, the successful bidder shall promptly notify the Tendering Authority in writing of the fact of the delay its likely duration and its cause(s). As soon as practicable after receipt of the notice, the tendering authority shall evaluate the situation and may at its discretion, if necessary, extend the period for performance of the contract subject to furnishing of additional performance security by the successful bidder @ 5% of the total value of the additional Work order. The extension period against the work order, if any, shall be granted subject to the condition that the tendering authority shall have the absolute right to revise the prices and also to levy penalty for delayed services.
- 14.4 If the services are not completed in the extended delivery period, the Work order shall be short closed and both the performance securities shall be forfeited.

15. LIQUIDATED DAMAGES

- 15.1 The date of delivery of the goods, its installation and provisioning of services stipulated in the work order should be deemed to be the essence of the contract and must be completed not later than the dates specified therein. Extension will not be given except in exceptional circumstances. Should, however, deliveries, installation, or provisioning of services be made after expiry of the contract delivery / implementation period, without prior concurrence of the Purchaser and be accepted by the consignee, such deliveries / implementation will not deprive the Purchaser of his right to recover liquidated damages under sub-clause below.

- 15.2 Should the tenderer fail to deliver the goods and services within period prescribed for delivery/ provisioning of services, the Purchaser shall be entitled to recover 0.5% of the value of the delayed supply of the goods and/ or provisioning of services, for each week of delay or part thereof for a period upto 10 weeks and thereafter at the rate of 0.7% of the value of the delayed supply of the goods and provisioning of services for each week of delay or part thereof for another 10 weeks, provided the delayed portion of the supply and provisioning of service does not in any way hamper the commissioning of the other systems.

In the present case of turn-key solution of supply, installation and provisioning of services where the delayed portion of the supply and provisioning of service materially hampers utilization of the services of the equipment, L/D charges shall be imposed in the following manner:

15.2.1 *Delay in delivery of goods shall invite L/D on total value of hardware and software items in work order.*

15.2.2 *Delay in implementation shall invite L/D on total value of work order. (i.e. Hardware, software & implementation charges)*

The L.D. clauses 15.2.1 and 15.2.2 will be operated separately and distinctly. However, the L.D. charged in para 15.2.1 will be set off (i.e. deducted) from the L.D. charges imposed in para 15.2.2 provided the quantum of L.D. charges in para 15.2.2 is higher than L.D. charges in para 15.2.1. However total penalty under this clause shall not exceed 15% of the PO value.

Quantum of liquidated damages assessed and levied by the Purchaser shall be final and not challengeable by the supplier. However, The GM (CM) may waive off imposition of L/D charges in system implementation depending upon the merits of the case.

16. FORCE MAJEURE:

If any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reason of any war, or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosion, epidemics, quarantine restrictions, strikes, lockouts, or act of god (herein after referred to as events) provided notice of happening 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 such any claim for damages against the other in respect of such non performance or delay in performance , and services under the contract shall be resumed as soon as practicable after such event may come to end or cease to exist , and the decision of the Tendering Authority as to whether services have been so resumed or not shall be final and conclusive , provided further that if the performance, in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period of 60 days either party may , at his option terminate the contract.

17. ARBITRATION:

- 17.1 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 CGMT, UP (WEST) CIRCLE 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 CGMT, UP (WEST) CIRCLE or by whatever designation such officers may be called (hereinafter referred to as the said officer) and if the CGMT, UP (WEST) CIRCLE or the said officer is unable or unwilling to act as such, the sole arbitrator or some other person appointed by the CGMT, UP (WEST) CIRCLE 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 an employee of the BSNL or that he has to deal with the matter to which the agreement relates or that in the course of his duties as employee of the BSNL 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 CGMT, UP (WEST) CIRCLE 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.

- 17.2 The arbitrator may from time to time with the consent of parties enlarge the time for making and publishing the award. Subject to aforesaid 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.
- 17.3 The Venue of the arbitration proceeding shall be the office of CGMT, UP (WEST) CIRCLE at Meerut or such other places as the arbitrator may decide.

18. SET OFF

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

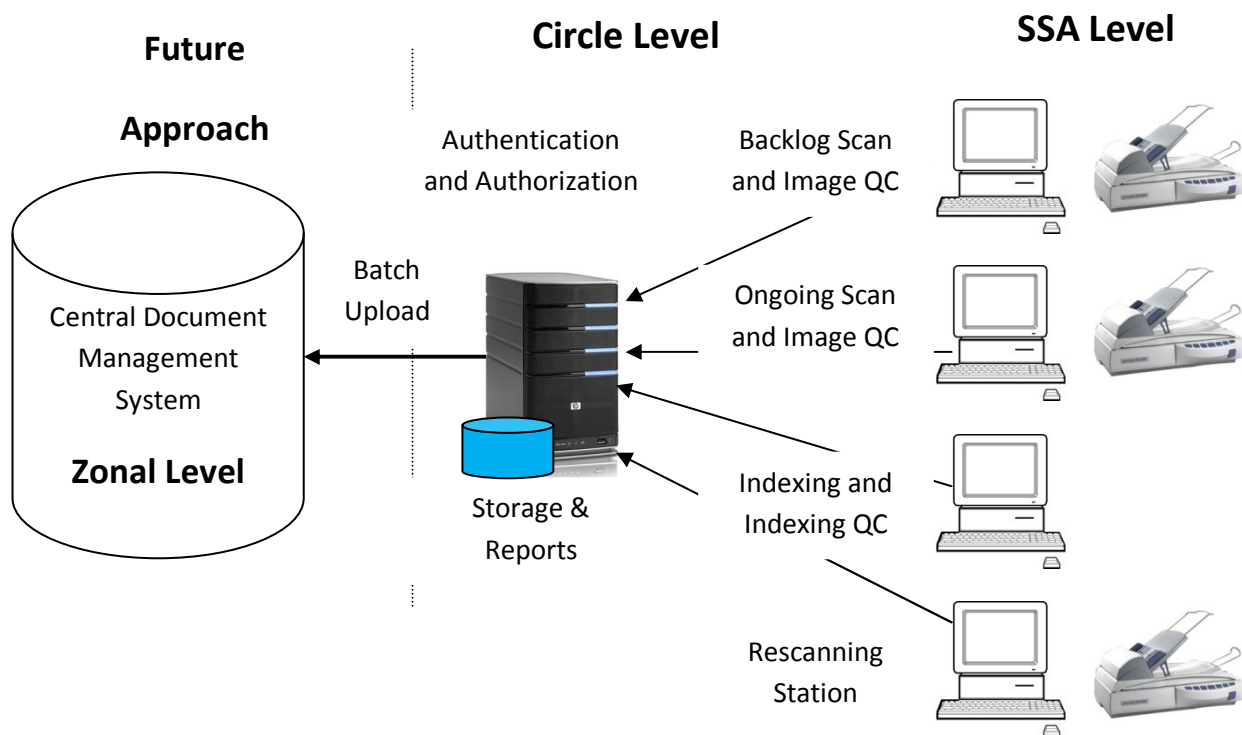
19. TERMINATION FOR INSOLVENCY:

The tendering authority may at any time terminate the contract by giving written notice to the successful bidder, without compensation to the successful bidder if the successful bidder 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 Tendering Authority.

SECTION IV SPECIAL CONDITIONS OF CONTRACT

1. SYSTEM ARCHITECTURE

- 1.1 The scanning shall be done at one location in an SSA/ Area Manager or as decided by BSNL.
- 1.2 A single server at circle level shall store the scanned data, index data workflow.
- 1.3 Integration at Zonal/national level is a desirable scenario for future. The bidder shall be required to ensure integration at zonal/national level as and when mandated by BSNL. Any interfaces required for such integration should be necessarily provided by the bidder along with the solution.
- 1.4 No freeware shall be permitted for the central server, at circle level.
- 1.5 The database, application software and all interfaces shall be provided by the bidder. The application software has to be web based.
- 1.6 Application architecture should allow storage of scanned images of CAF 's in SAN & index field in Database
- 1.7 The system must have single window view of images and index forms.
- 1.8 For future approach of integration, the system should have the capability to integrate with the external systems in the BSNL premises like Zonal B&CCS system, using anyone of the following integration methodologies : EAI (Enterprise Application Integration), EDI (Enterprise Data Integration), Web Services, Database Fields or through APIs
- 1.9 The tentative work flow/ procedure is at Annexure 2.



2. SPECIAL CONDITIONS

- 2.1 The special conditions of the contract shall supplement the "Instructions to the Bidders" as contained in Section II and "General Conditions of the Contract" as contained in Section III wherever there is a conflict, the provisions herein shall prevail over those in Section II and Section III.
- 2.2 If the date of opening of bid is subsequently declared as holiday by the Government of India, the revised schedule will be notified. However, in the absence of such notification the bids will be opened on the next working day, time and venue remaining unaltered.
- 2.3 Tendering Authority reserves the right to disqualify, at the stage of evaluation, such Bidders who have a record of not meeting contractual obligations against earlier contracts entered into with the Tendering Authority.
- 2.4 Tendering Authority reserves the right to disqualify, at the stage of evaluation, such Bidders who have proven bad performance against the contracts of any other circle of BSNL.
- 2.5 Tendering Authority reserves the right to blacklist a bidder for a suitable period in case he fails to honor his bid without sufficient grounds. The Tendering Authority reserves the rights to counter offer price(s) against the price(s) quoted by any bidder.
- 2.6 Any clarification issued by the Tendering Authority 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.
- 2.7 The total number of SSAs in the circle is 18.
3. The proper make and model of each item in schedule of requirements (Section V of this bid document) must be mentioned as part of the techno-commercial bid. The prices of same make & model of individual items is to be filled in the Financial Bid (Section VI of this document).
4. The Original CD-ROMs of the Operating System, application software and other software shall be supplied by the bidder along with one back-up copy each. The supplier may have to prepare duplicate CDs by a CD-writer to fulfill this requirement. Original set shall be handed over to consignee and Duplicate set will be kept as the working set in the equipment room.
5. The supplier shall provide full support for the OS, Application S/Ws and other S/Ws, and shall incorporate all the upgrades/ patches/ versions without any charges, which are available free of cost from the OEM.
6. The supplier shall carry out all necessary changes/ modifications of software modules free of cost to ensure trouble free operation for a period of 3 (three) years from the date of commissioning of System.
7. The successful bidder will have to ensure that the spares will continue to be available for a period of 3(three) years from the date of commissioning of System, by making some back-to-back arrangement with OEM. In exceptional cases, however there is a likelihood of certain parts becoming obsolete due to certain reasons beyond the control of supplier, then the supplier shall bring it to the notice of purchaser at least 3 (three) months in advance, so as to enable the Purchaser to make a one time purchase of its requirements. In no case however shall the spare or the additional equipment or equivalent substitute be allowed to become obsolete during this period.
8. Software license quoted for Web Based Monitoring Software should be for 100 concurrent users and license type should be on perpetual basis. Bidder should quote the latest version of the software. Web based technology should be open source technology like PHP, J2EE or any equivalent.
9. Operating System, Application Software or any other software shall be supplied by the bidder with user identification and appropriate license in the name of The GM (CM), UP (West) Telecom Circle, Meerut.

10. Even if not explicitly mentioned in schedule of requirement, any adapters, patch cords, software drivers, etc for fruitful utilization and integration of equipment in the system will have to be arranged by contractor without any extra cost to the purchaser.
11. The BSNL reserves the options to enter into AMC for a period of 3 years, on year to year basis, after completion of warranty period. During AMC period, the work of scanning shall be done by the bidder at the approved rates in this contract.
12. Contractor would suggest a data backup policy to be accepted by the GM (CM), UP (West) Telecom Circle, Meerut. Contractor shall supervise the backup of all the important data. Storage media for the backup would be provided by BSNL. Unit officer, who will be fully responsible for the record or data up keeping, will preserve backup in his own custody.
13. After the system take-over, the normal day to day operations and diagnosis to the extent possible will be done by the officer nominated by The GM (CM), UP (West) Telecom Circle, Meerut concerned.
14. If any system is upgraded during the implementation period or thereafter, then the contractor shall work on the upgraded system. Similarly, several systems like bar code scanning, signature scanning or any other automation may need to be introduced in due course of time after system commissioning. The contractor shall provide all assistance for such future integrations.
15. Purchaser shall be free to move the equipment within its offices. The intimation in this regard shall be given to the contractor and shifting shall be done under the supervision of Contractor's representatives. Necessary manpower and any other requisite facility shall be provided by BSNL. All technical help shall be extended by the contractor at no extra charge. Any damages caused or replacements necessitated in the course of shifting shall be the BSNL's responsibility.
16. It shall be the contractor's responsibility to ensure that the servers, workstation, etc work in an environment free from viruses, worms, Trojans, etc during the warranty and AMC periods. Contractor shall have to load suitable licensed anti-virus softwares, etc free of cost to fulfill this requirement.
- 17. DISTRIBUTION OF QUANTITY**
 - 17.1 The Purchaser intends to limit the number of technically and commercially responsive bidders to 1(One) from the list of such bidders arranged in increasing order of their evaluated prices starting from the lowest for the purpose of ordering against this tender. The bidder with the lowest evaluated price will be considered for 100% of the tendered quantity.
 - 17.2 The tendering authority will depute his officers, if required, to assess the credibility and the trustworthiness of the bidder before evaluation of the tender. The tendering authority may call for original documents for verification during the evaluation of the technical bid.
- 18. BSNL RESPONSIBILITY**
 - 18.1 There will be a nodal officer defined at circle level and one nodal officer in each SSA, who shall be responsible for getting all the CAF scanned of the respective circle / SSA.
 - 18.2 Backup should be taken at regular intervals.
 - 18.3 Zonal B&CCS will give data of existing connections, prepaid and postpaid, to Circles. The application software should generate list of Mismatched data, SSA wise. Mismatch list would mean the mobile number that is working as on date, but the CAF of the same has not been scanned.
 - 18.4 The bidder should be given CAF Lots in proper time and at regular intervals.
 - 18.5 Providing network will be the responsibility of BSNL. A hub/switch shall be provided till the last point by BSNL. After this, the networking cables till the PCs will be arranged by the bidder.

19. GENERAL TECHNICAL REQUIREMENTS

- 19.1 Each CAF will require about 500Kb of storage. This will include the front page of the CAF, and two supporting documents. In case the front page is extended in two pages, the storage space can be more.
- 19.2 The bidder has to provide monitoring software, web based, for the circle, which will create the work flow, store scanned data, and generate all kind of reports. This software will run centrally on the server provided by the vender. The invoice payment shall be done from the reports generated from this software.
- 19.3 For scanning purposes, bidder has to set up scanning centre in the premises of BSNL. The BSNL will provide space with AC power connection. The bidder has to bring furniture, power backup system, PCs and scanners for scanning, validating, quality check and uploading of the scanned data. All issues related to operating system, etc for these PCs has to be handled by the bidder.
- 19.4 The software that will be provided by vendor should have the facility to bring out the responsibilities in case there is delay in scanning.
- 19.5 After the scanning process starts, and also the completion of work, at five nodes in each SSA, it should be possible to view the scanned application form.

20. OWNERSHIP DEFINITION

- 20.1 **Circle_CAF_Owner:** The person shall be a designated officer nominated by the GM (CM). He shall be responsible for monitoring the work of scanning of CAFs in the circle. Processing of invoices shall be done by Circle_CAF_Owner. Backup of the complete data shall be ensured by Circle_CAF_Owner. Backup is to be taken on weekly basis. The name, contact number of the person(s) at the circle level, with whom the vendor has to co-ordinate shall be entered in the software.
- 20.2 **SSA_CAF_Owner:** This person shall be responsible for getting the CAF scanned for the entire SSA/Area. The name, contact number of the person at SSA level/ Area Manager shall be entered in the software.
- 20.3 **POCAF_Owner:** POCAF stands for Point of CAF. Each point where CAF exist should have an owner defined who shall be responsible of getting the CAF scanned within his jurisdiction. The name, contact number of person shall be entered in the software in proper hierarchy. For example, in an SDCA if CAF are submitted, then POCAF_Owner has to be defined for the SDCA. Similarly if an SSA HQ is having, say, four CSC where CAF are collected, four POCAF_Owner are to be defined. If the DSA/franchise is submitting the CAF to some person in SSA HQ, then a separate POCAF_Owner has to be defined. Even if same person is taking CAF for BSNL and for Franchise/dealer/distributor, he should have different POCAF_Owner ID. Each POCAF_Owner shall have a separate ID and password. The person shall co-ordinate with customer/ franchise/DSA for getting the rejected form complete in all respects. The ID of the person shall be available with each CAF data. **The more the number of this ID, the better will be the data.** In case of any confusion, more number of IDs shall be planned.
- 20.4 As per the regulatory requirement, **letter No 800-4/2003-VAS (Vol.III) (Pt.III) dated 13.09.2007 issued by ADG(VAS-1) of DOT**, it should be possible to search a CAF based on MSISDN or 10/11 alphanumeric code assigned to the Points of Sale (PoS) such as CSC/ retailer/Dealer/ Distributor/ franchisee/DSA who had provided the connection..
- 20.5 **SSA_QC_Owner:** The person will be responsible for checking 100% CAF after the full LOT is ready in all aspects, and is ready for uploading. The ID of this person shall be entered in the software.
- 20.6 The vendor is free to upload the data of a LOT/CAF in the server at any stage, as required by the workflow.

21. DEFINING MASTER DATA IN SOFTWARE

The minimum of the following masters shall be defined in the software.

- 21.1 Circle Master
- 21.2 SSA Master
- 21.3 SDCA Master.
- 21.4 Agency Master. This shall have the data for all the franchises/ dealer/ distributor/ DSA of the entire circle. The data should be created carefully. The IDs already given to them have to be maintained. If required, new ID may be given, but the mapping between the old ID and new ID should be intact as the CAF will have the old ID.
- 21.5 As per the regulatory requirement, letter No 800-4/2003-VAS (Vol.III) (Pt.III) dated 13.09.2007 issued by ADG (VAS-1) of DOT, it should be possible to trace from which CSC/ retailer/ franchisee/Dealer/ Distributor/ DSA, the CAF was collected. To meet this requirement proper hierarchy and ownerships have to be defined.
- 21.6 Box master: The Box number, mapped with SSA shall be entered.
- 21.7 Rack master: The racks should be numbered and the mapping with box shall be done. The idea is that, it should be possible to get the exact rack and box
- 21.8 Rack location master: Where the rack is located. The exact address, the postal address of the rack should be made available. Room number, floor number, Building name, address etc should be entered.
- 21.9 The Ownerships as defined above shall also be part of master data.
- 21.10 The linking of master data with one another should be made wherever possible to have best data integrity.

22. STORING OF CAFs

- 22.1 All the CAFs shall be finally stored at the SSA HQ.
- 22.2 The vendor shall also provide Corrugated Cardboard Boxes of Uniform Size 13"X 10.5"X 12.5" for storing of the scanned CAF. The box should be of corrugated paper of 7 ply. The numbering scheme on the boxes shall be provided by BSNL. The numbering nomenclature is attached as Annexure-1. The file 'cdr-zone-circle-ssa-sdca-list-ver.2.0.xls' is enclosed where the codes for circles, ssa have been defined by ITPC. The metro circles can use the area code instead of ssa code wherever required.
- 22.3 This box can store about 750 CAF.
- 22.4 After the SSA_CAF_Owner, is satisfied with the scanned images and sample check has been done, the vendor will put the LOT of 750 completed forms in the box and hand over this to the SSA_CAF_Owner.
- 22.5 The boxes should be numbered. The vendor has to provide A4 size sticker. The box number has to be written on all four sides. Hence for each box, 4 A4 size stickers shall be provided by vendor.
- 22.6 This box number should also be entered in the data to be entered with each form.
- 22.7 This box will then be handed over to SSA_CAF_Owner, after which it shall be the responsibility of the SSA_CAF_Owner to keep the Box at an appropriate place.
- 22.8 In case the SSA is not having a predefined CAF storage facility, Steel Racks of size 96"X 36"X 15" (to be provided by BSNL) can be used for keeping these boxes for Easy Retrieval of Records. In one line 4 boxes can be kept, and total of five lines can be there in one rack. Hence in one rack 20 boxes can be accommodated.
- 22.9 The numbering system of the rack should also be defined in the software. This numbering should come from the rack master.

23. SCANNING WORKFLOW AND METHODOLOGY

- 23.1 The work flow is attached as Annexure-2.
- 23.2 The CAF which are ready for scanning should be submitted by POCAF_Owner in a LOT. The LOT size shall be 750 because the box of the defined size can accommodate 750 forms.
- 23.3 Whenever the owner of POCAF is ready with 750 CAFs for scanning, the owner of POCAF shall log in the software and initiate a new 'LOT' in the software.
- 23.4 The owner at the POCAF should enter only the mobile numbers from the CAF. The software should generate 10 text boxes for entering mobile numbers on one page. There should be button, save and add more at the bottom, which will save the 10 records, the date of entry, LOT number and the ID of POCAF_Owner and open a fresh page with 10 text box.
- 23.5 When 750 mobile numbers are added, the software will give an indication, and will close the LOT. The total number of mobile numbers entered in the LOT should be shown on the top of page where data entry is done.
- 23.6 A typical work flow can be as under
- 23.6.1 The POCAF at all level, shall make LOTS. Attempt should be made to scan the most recent CAF first. LIFO. But in no way, the scanning has to stop.
- 23.6.2 All the LOTs should be handed over to the SSA_CAF_Owner, with proper sign off. This should be also reflected in the software.
- 23.6.3 Once the LOT is received is ready with SSA_CAF_Owner, it should be handed to vendor and after that it shall be shown pending for scanning.
- 23.6.4 The responsibility of taking all CAF to SSA_CAF_Owner will be of BSNL.
- 23.6.5 The Vendor shall scan the LOT, and check the quality of the image.
- 23.6.6 The scanning shall be done at 75 dpi, and in grey scale. The first page of main form and also the supporting documents shall be in grey scale. The page containing the photo and signature should only be scanned.
- 23.6.7 The vendor has to make folders in the local computer where image data is stored. The folder name shall be the LOT number. The image shall be stored in TIFF format. The file name shall be mobile number followed by underscore followed by date (defined in next para). For example 9400000356_02082007. The file number should be of 19 characters; hence zero should be added before dd and mm wherever required. This will take care of duplicate mobile number due to number reuse.
- 23.6.8 **Date is very important.** The date that shall be entered in the data shall be (priority wise)
- 23.6.8.1 Date of activation, mostly available for post paid.
- 23.6.8.2 Date of sale of SIM, i.e. if one sells a prepaid connection, he will write the date on which this connection is sold. This date shall be considered.
- 23.6.8.3 If the above two dates are not available, then any reasonable date available on the CAF can be entered.
- 23.6.8.4 If any of three is not available, the SSA_CAF_Owner can decide any suitable date, as per the available bundle, as per SIM number or whatever. Attempt should be made not to stop the scanning process.
- 23.6.8.5 Very important aspect with respect to date is that, there should be a list of values provided which should indicate which type of date is entered.
- 23.6.8.6 Whenever data is retrieved, the date selection criterion should also be taken, so that proper information is conveyed.

- 24 The vendor will also do the data entry for each CAF in the software. The data that is to be entered is mobile number and any of Date as defined above with the priority indicated. After submitting this data, a window will open that will collect the matching data from the data provided by the Zonal B&CCS. The idea is that the account number of the mobile number which is being scanned should be paired. The data that this application software will get from the billing data dump shall be displayed. First name, last name, date of activation, account number will be displayed. A check box against each shall be displayed. The vendor has to select the matching check box and submit. The data that shall be finally stored in the server shall be
- 24.1 Mobile number -- (To be entered by vendor, or one by one from the LOT)
 - 24.2 Date (as above, any one date) -- (To be entered by vendor)
 - 24.3 Which date type was chosen (Example activation, SIM sale date etc) -- (To be entered by vendor)
 - 24.4 Account number (if available) -- (To be taken from billing dump)
 - 24.5 Last name -- (To be taken from billing dump)
 - 24.6 First name -- (To be taken from billing dump)
 - 24.7 Post Paid/prepaid -- (To be taken from billing dump)
 - 24.8 POCAF_Owner_ID -- (To be taken care by software at the time of start of the scanning of the LOT)
 - 24.9 Franchise/Retailer/dealer/distributor/ CSC ID -- (10/11 digit alphanumeric codes to be entered / taken from the list of values)
 - 24.10 Date on which this record is entered
 - 24.11 Login id of the person doing scan/entry
 - 24.12 Corrugated box number where the CAF will be physically stored
 - 24.13 Rack Number
 - 24.14 Box number
 - 24.15 Total number of pages scanned (default 3)
 - 24.16 Identity proof, list of values to be displayed, for example passport, voter card
 - 24.17 Residence proof, list of values to be displayed, for example telephone bill.
 - 24.18 The POCAF ID should automatically come in the data.
 - 24.19 If the POCAF is non BSNL, then the dealer/distributor/agent code should also be entered from the master data. This data has to be selected from the LOV only.
 - 24.20 This data meant for indexing shall be the responsibility of vendor.
 - 24.21 The vendor will check the quality and will upload the images in the main central server.
 - 24.22 The approximate size of the main form and two supporting documents shall be 500 Kb.
 - 24.23 The complete LOT of 750 when scanned, data entered is liable for payment in the next month.
 - 24.24 The SSA_CAF_Owner should make sample checks of 15 numbers in each LOT and should certify in the software that sample check has been done.
 - 24.25 In all, the software should be able to monitor the number of CAF scanned at any time.
 - 24.26 All report, pertaining to this should be generated. Vendor has to generate additional reports as following required. Circle CAF owner shall decide this.
 - 24.27 The vendor has to validate the forms scanned after data entry.
 - 24.28 The software should take care of this process.
 - 24.29 The lot number shall be entered, after which the forms and the data entered will start coming one by one.

- 24.30 In half screen the form should be displayed, on the other half the data entered should be displayed. The image should display only the key areas for which data is to be entered.

25 SOFTWARE REQUIREMENT

- 25.1 The bidder shall share the high level design document elaborating the features of the application software, database design etc and will incorporate the changes suggested by the competent authority.
- 25.2 The application software should have the proper user manual documentation and it should be accessible from the application software itself.
- 25.3 Oracle database shall be used for storing database and will be provided by the BSNL.
- 25.4 The tentative software requirement shall include, Defining Ownerships, Defining Master data in software, the ideas that are given in guidelines for tendering, and the work flow.
- 25.5 The CAF information should be accessible for viewing only and should have a password protected access. The access rights shall be given to BSNL personnel purely on operational requirement basis. There should not be any saving or downloading of CAFs possible and no printing of CAFs should be possible except at the authorized machine with authorized personnel dealing with Law Enforcement Agencies (LEA) and TERM cells. Further, a detailed activity logs should be maintained and it should be possible to watch the activity of a particular client machine. The aforesaid requirements of rights management are to be provided using a suitable DRM (Digital Rights Module), which shall be an integral part of the basic scanning software to be provided by the service provider.

25.6 Administration Console

- 25.6.1 This system shall support User Management
- 25.6.2 Administrator shall be able to create various groups of users like
- 25.6.3 Circle Master, SSA master, SDCA master (It should be possible to have report for SSA HQ). Ownerships should be clearly defined like Circle_CAF_Owner, SSA_CAF_Owner, POCAF_Owner
- 25.6.4 Master data creation for franchise/ dealer/ distributor.
- 25.6.5 Scanning users, QC Users, Indexing users, Verifier etc
- 25.6.6 This system shall support Batch Manager which displays status of each batch (as to at what level each batch is (Scan, QC, Index etc))
- 25.6.7 It should support Audit Trail
- 25.6.8 It shall capture all the possible events of various phases in the implementation.
Logging should be done on the basis of
-User logged in /sessions
-On the basis of date
- 25.6.9 The system should support the backup of the data in 2 modes. The backup should be taken by
- a) Automatic mode: The periodicity of the backup will be configured by the administrator preferably in incremental mode.
- b) Manual Mode

25.7 Scanning Module

- 25.7.1 The system shall support Document as well as Batch scanning
- 25.7.2 Scanning station should have tool bar for all Scanning related functionalities.
- 25.7.3 It shall allow selection of color depth for every page being scanned. (e. g. first page can be color/gray, second can be b/w and third can be color and

- so on). Required where ID proofs and Photos need to be scanned in color/grey format and the rest of the documents in b/w)
- 25.7.4 The system shall support barcode recognition which helps in document separation as well as identification at scanning level.
- 25.7.5 Scanning system shall also support Add/Insert Pages.

25.8 QC Module

- 25.8.1 The system shall display Document Name and Page (x of y) as window title for user friendliness.
- 25.8.2 It should support Tool bar for all Image QC related functionalities like Rotate, Zoom, and Page Navigation etc.
- 25.8.3 System should provide Page Shuffling. In the right hand Panel of Image QC station, it should display all the pages of the document which is in view mode and allow shuffling by drag-drop.
- 25.8.4 QC Module shall display thumbnails for all the pages of the document so that each page can be viewed by clicking on the thumbnail
- 25.8.5 The system shall have the capability to retain the grey-scale page if the image quality is not proper OR convert to black-white if the image quality is good enough.
- 25.8.6 If because of any reason the page has to be rejected, system shall capture the reason for rejection from the operator, and this information shall be available and intimated to the Rescanning station for future use meaning for re-scan and etc.
- 25.8.7 The system shall support Add/Delete/Insert Pages

25.9 Rescan Module

- 25.9.1 The system should display the information about the rejected documents by Image QC which are to be rescanned.
- 25.9.2 The page numbers rejected and the reason shall be displayed.
- 25.9.3 It should support facility to insert pages for rejected documents

25.10 Cropping Module

- 25.10.1 Cropping Module shall provide cropping of fields such as photographs & signatures.
- 25.10.2 System shall support automatic as well as manual cropping.

25.11 Sectioning Module

- 25.11.1 Sectioning module shall provide document separation in sections like main form, Id Proof, Address Proof etc
- 25.11.2 System shall support manual as well as automatic sectioning.
- 25.11.3 It should also support automatic sectioning using patch codes.

25.12 Indexing Module

- 25.12.1 It shall have the capability of Image assisted Data Entry with zooming and zoning facility.
- 25.12.2 It shall display each document (image) for indexing one after another. The operator should have the capability to index the values in the respective index fields by looking at the image
- 25.12.3 System shall highlight the data capture area while the user navigates within the fields.
- 25.12.4 The system shall support navigation buttons to scroll through Previous page, Next Page etc

25.13 Verification Module

- 25.13.1 Each document shall be displayed with its respective indexes as captured by indexing operator
- 25.13.2 The verifier shall be able to verify the data against the image and if required change it.
- 25.13.3 System shall release the data to database after the verification process.
- 25.13.4 It shall support double-blind verification process for maximum accuracy of the data.

25.14 Beamer (Release from SSA central location at Circle Level)

- 25.14.1 This system shall support beaming of scanned images and its metadata at regular intervals to the centralized repository.
- 25.14.2 All the SSAs will use beamer to send the scanned images and its metadata to the centralized repository

25.15 Scanning Reports

- 25.15.1 It should have support only authorized users to retrieve the restricted customer application forms.
- 25.15.2 The system should support various Searching types for searching the CAFs stored in application by mobile number, sim number etc: Boolean Operators (And, Or of multiple criteria), Fuzzy search: Similar sounding (Phonetic representation) words search, Exact Word(s) match, General Search.
- 25.15.3 The system should be able to search SIM numbers for logged in or all scan station users.
- 25.15.4 The system should provide saving of search queries for later use by the user.
- 25.15.5 The system should support search on Index and e-Form fields.
- 25.15.6 System shall be able to generate at least the following reports
- 25.15.7 Successful scanning report
- 25.15.8 User Performance Reports
- 25.15.9 Daily activity report
- 25.15.10 Audit reports
- 25.15.11 Circle_CAF_Owner may ask for generation of more reports where ever required.
- 25.15.12 System should support search on the basis of following parameters
 - Mobile number
 - Account number
 - CAF Id
 - On the basis of SSA
 - PoS Code
- 25.15.13 An option of advanced search should be present to provide search on the basis of following parameters.
 - the CAF for which id proof is missing
 - type of id stored i.e. Driving license, voter id card etc.
- 25.15.14 The user should be allowed to select the field in the output of the search i.e. using check boxes.
- 25.15.15 Each CAF record in the database should have an "active flag" having Active/Inactive status. It signifies whether the connection is in use or inactive.
Application software should support the periodic updation (monthly) of this flag using the billing data dump. It will update the flag of the corresponding record to inactive if that number is not present in the current month billing data dump.

- 25.15.16 The application software should support the following reporting functionality. It should accept a comma separated text file (csv) as input which will have 2 fields TERM serial no. and MSISDN number. It should search all the MSISDN numbers present in the input file in CAF database and generate the output report in a pdf format. If 2 mobile users are present corresponding to a MSISDN number, output will have the record which has the active flag status active. Details of each MSISDN number should start on new page. Each MSISDN entry in the output file should also have TERM serial no. mapped to it as per input file.

25.16 Performance requirement

- 25.16.1 Application software should support minimum 100 concurrent sessions

25.17 Setup Requirement at SSA and Circle Level

- 25.17.1 Setup at each SSA for Ongoing Scanning.
25.17.2 Scanning & Rescan Module shall be installed on one common machine that is attached to the scanner and can be referred to as Scanning stations
25.17.3 Image QC and "release to the central location" shall take place on a separate machine.
25.17.4 Cropping, Sectioning, Indexing, Verifying etc are the modules that shall be installed at SSA level.

It shall complete the indexing QC before it saves the data in the central location.

- 25.17.5 The system should support the following: User Catalog, User Profiles, User Security (Password Encryption, Password expiration, Access Rights, User Groups, Roles and Privileges assignment to users and groups, Hierarchy of users (Administrator, Business Process Administrator and Users), Role Hierarchy.

25.18 Workflow Module

- 25.18.1 The system should provide GUI based Configurable workflows with multiple branching with easy support of Drag-n-Drop and Easy Process creation with nodes and branches.
25.18.2 The system should have Configuration / Customization support at each node. Dynamic code execution feature (OnEntry, OnExit functions call).
25.18.3 The system should have the facility to set timers at each node for time-tracking of jobs on per user basis, escalation to next level for prompt action, timeouts and performance reports.
25.18.4 The system should support Provision to define various business rules at various steps in the workflow. The system should have the provision to check the input of the user while submission, basis of data, conditional routing should be triggered to route the document to the next step user (e.g. Data Entry) or to a different step user (e.g. Error correction team)
25.18.5 The system should have the provision to ACCEPT or REJECT a work item (customer document) at every step of the Workflow, system should provide Reject Reasons. Using this, Reject reason will provide a predefined rejected reason from the list and select from that list.
25.18.6 It should have the Load Balancing feature mechanism to manage the loads at different nodes.
25.18.7 The system should be able to attach pages to a document through scanning.
25.18.8 The system should have the capability of prioritizing the jobs to the users.
25.18.9 The system should have Calendar Support:

It should provide support to Workflow schedules which can be pre-configured in the calendar with weekly holidays, BSNL specific holidays – for calculation of deadlines, Automatic participant substitution based on scheduling of dates for concerned participant. For example, if a participant intends to delegate work to another person, he can schedule the dates of absence in the calendar and assign a substitute participant. The system automatically routes the jobs to the substituted participant

25.19 E-Form Module

- 25.19.1 The system should support GUI based Forms Designer. And should allow easy creation of forms for capturing data, check-boxes, radio-buttons, text-box, tables controls.
 - 25.19.2 The system should support Data validations which can be done on certain form controls.
 - 25.19.3 The system should support Export Form Data, Data entered in forms should be exported to external Database (Oracle or MS Access) or Excel file, XML, TXT, CSV.
 - 25.19.4 The system should provide File Attachments, Documents and/or images to forms.
 - 25.19.5 The system should support in setting up user based access permissions on e-form fields.
- 25.20 Scanning software, Quality check tool (to assess all the pages for physical characteristics like DPI, image size, Gray colour etc),Facility for Eye ball check for consistency in the CAF and attached document like address proof , photo id , signature V/s CAF information , Tag information.
- 25.21 Work flow for jobs so that this work is assigned to different teams (Work Flow attached) CAFs are moved to storage after QA and acceptance of image. System should provide CAF submission module for CSC /SSA. CAFs submission will be acknowledged by Store Incharge on receipt of CAF.

26 SCANNING STATION TECHNICAL SPECIFICATIONS

- 26.1 Images are to be scanned at 75 dpi tiff file format.
- 26.2 The photo/signature page also to be scanned at 75 dpi grayscale format.
- 26.3 Scanning station should provide the integration with directory services for secure authentication and authorization.
- 26.4 Scanning station should provide support for Failover, Security, Audit trails, Security and Application logging.
- 26.5 It should provide Data auditing feature to track and log events. It shall provide audit logons, password changes, data access and modification, and many other events.
- 26.6 System shall be able to store Scanned Images and related indexing at SSA level for 3 months. However the system is required to synchronize every day with the central document management system at Circle Level.
- 26.7 Scanning station should provide the features of Relational Database Management Systems (RDMS) like concurrency, data consistency, transaction atomicity, and data integrity and data durability.
- 26.8 It should provide environment to integrate with traditional databases like text/flat files.
- 26.9 Scanning station should be capable enough to store data from structured, semi-structured, and unstructured documents, such as images and rich media, directly within the database.

27. WARRANTY AND ANNUAL MAINTENANCE CONTRACT:

- 27.1 The Onsite Comprehensive Warranty shall be for the period of one year commencing from the date of commissioning of the System, to be declared after successful completion of A/T.
- 27.2 The Annual Maintenance Contract shall start immediately after warranty period of **one year** ends. The comprehensive Annual Maintenance Contract (herein after called AMC) shall be for **three years**.
- 27.3 The scanning work may got be done for CAFs including those of new additions during warranty and AMC period through this contract beyond the restriction on quantity as per clause 24 of section II with mutual consent. Payment of scanning work shall be made on monthly basis as per the rates approved in this contract.
- 27.4 The contractor shall be responsible for the complete Technical/ Operational support during the warranty period and subsequently during the Maintenance Contract period. Warranty and AMC will cover all the hardware and software supplied including software maintenance like up-gradations / modifications in application software, etc.
- 27.5 The contractor shall warranty that all goods to be supplied shall be new and free from all the defects and faults in material.
- 27.6 Workmanship and manufacture shall be of highest grade and consistent with the established and generally accepted standards for items of the type ordered and shall perform in full conformity with specifications.
- 27.7 The contractor shall be responsible for any defects that may develop under conditions provided by the contract and under normal use arising from faulty materials, design or workmanship in the goods. The contractor shall remedy such defects at his own cost when called upon to do so by the purchaser who shall state in writing in what respect the goods are faulty.
- 27.8 If it becomes necessary for the contractor to replace or renew any defective portion/portions of the goods under this clause, the provisions of this clause shall apply to the portion/portions of the goods so replaced or renewed until the expiry of six months from the date of replacement or renewed of or until the end of the above mentioned period of warranty whichever is later.
- 27.9 Replacement under the warranty clause shall be made by the contractor free of all charges at site including freight, insurance and other incidental charges.
- 27.10 During the Warranty and AMC periods, if any scanning system at any SSA remains in-operational for more than 2 (two) hours, it shall attract a penalty of Rs. 500/- (five hundred only) per SSA for that day and for each subsequent working day, penalty of Rs. 1000/- per day shall be levied. If fault occurs in the Central Equipment affecting the whole system (like fault in server, a Penalty of Rs 5000/- (five thousands only) for that day and for each subsequent defaulted day shall be levied for Rs. 7000/- (Rs. seven thousand only) per day. However total penalty during AMC period shall not exceed 15% of the annual AMC cost.
- 27.11 Transit time to reach SSAs may itself be 3 to 8 hours, therefore condition mentioned in above clause shall be suitably relaxed where sufficient reasons exists for not penalizing the contractor. However in any case fault in any SSA is to be attended within 24 hrs. of reporting of incidence. The SSAs in the Circle will report the faults on telephone or through FAX to fault control centre of the contractor.
- 27.12 The contractor shall specify the fault control center locations and how he proposes for carrying out repair under AMC period. Fault control centre space shall be provide by BSNL in its premises free of cost.
- 27.13 During the Warranty and AMC periods, the contractor should have adequate facilities at the Circle HQ to attend to the faults/ defects within the time period mentioned in previous clauses.

- 27.14 It must be ensured that no fault remain unattended for more than 24 Hours from the time the fault is reported. Uptime of the system should be 99% for the system on monthly basis.
- 27.15 After expiry of the warranty and if it is so decided, BSNL may enter into Annual Maintenance Contract with the supplier for goods supplied by him at the AMC charges quoted in the tender.
- 27.16 The contractor shall submit a performance Bank guarantee valid for a period of 42 months for an amount equal to the maximum of any of three years annual AMC charges, at the time of signing of the AMC agreement for 36 months. Also, the value of this new Performance Bank guarantee cannot be lower than the earlier Performance security furnished as per clause 8 Section-III. Thus, performance security during AMC period will be higher of the two as detailed above. The proceeds of the performance guarantee shall be payable to the purchaser as compensation for any loss resulting from the failure to complete the obligations under the AMC contract.
- 27.17 The payment of AMC shall be made at the beginning of every half – year. The penalties, if any shall be recoverable from the next half-yearly payment.
- 27.18 AMC entered into by BSNL will cover comprehensive maintenance support at site in form of repair /replacement of components / subsystems of the contracted items of supply. These will exclude consumables.
- 27.19 At least one full-time System Administrator with requisite expertise for operation and maintenance of the system should be made available by contractor at circle level during warranty and AMC periods.
- 27.20 The contractor shall maintain a stock of spare equipments/ accessories/ parts, of quantities as may deem necessary to him to meet his obligations under the contract, and shall maintain an up-to-date record. The same shall be liable for inspection by the purchaser.
- 27.21 If any defective equipment/ accessories/ part is replaced by spare one out of the above stock, contractor shall endeavor to make good/ recoup the same in stock within 21 days.
- 27.22 After the expiry of the annual maintenance contract, it will be optional for BSNL to enter or not to enter into the AMC contract further, with the contractor. After the expiry of the AMC, the firm shall have to supply the spare equipment/ accessories/ parts at mutually agreed upon rates, if desired by BSNL.
- 27.23 The contractor shall maintain a consolidated Log Book and a bound file at the central location (to be kept with BSNL personnel) wherein the written record of corrective/preventive maintenance undertaken by the contractor and countersigned by unit officer of BSNL (who had made the complaint) shall be kept.
- 27.24 Replacement of any part should be done with the approval of BSNL Personnel and a record is to be maintained in the log book.
- 27.25 During the warrantee period and AMC period, if some equipment purchased from some third party is brought into the system/ network, the contractor shall provide all assistance in its integration to the main system/ network.
- 27.26 During the warranty & AMC periods, contractor shall be required to design and write scripts for various customized reports generated from the existing database, as and when desired by BSNL. No extra charge for this job shall be payable by BSNL. Therefore, the scope of work also includes development of necessary reports and forms by using existing database for efficient management, monitoring & operation of System and to meet regulatory requirements, without any extra charges.
- 27.27 All the customized reports that get developed during the warranty & AMC periods on the requirement of the Circle as per above para, shall remain the property of BSNL.

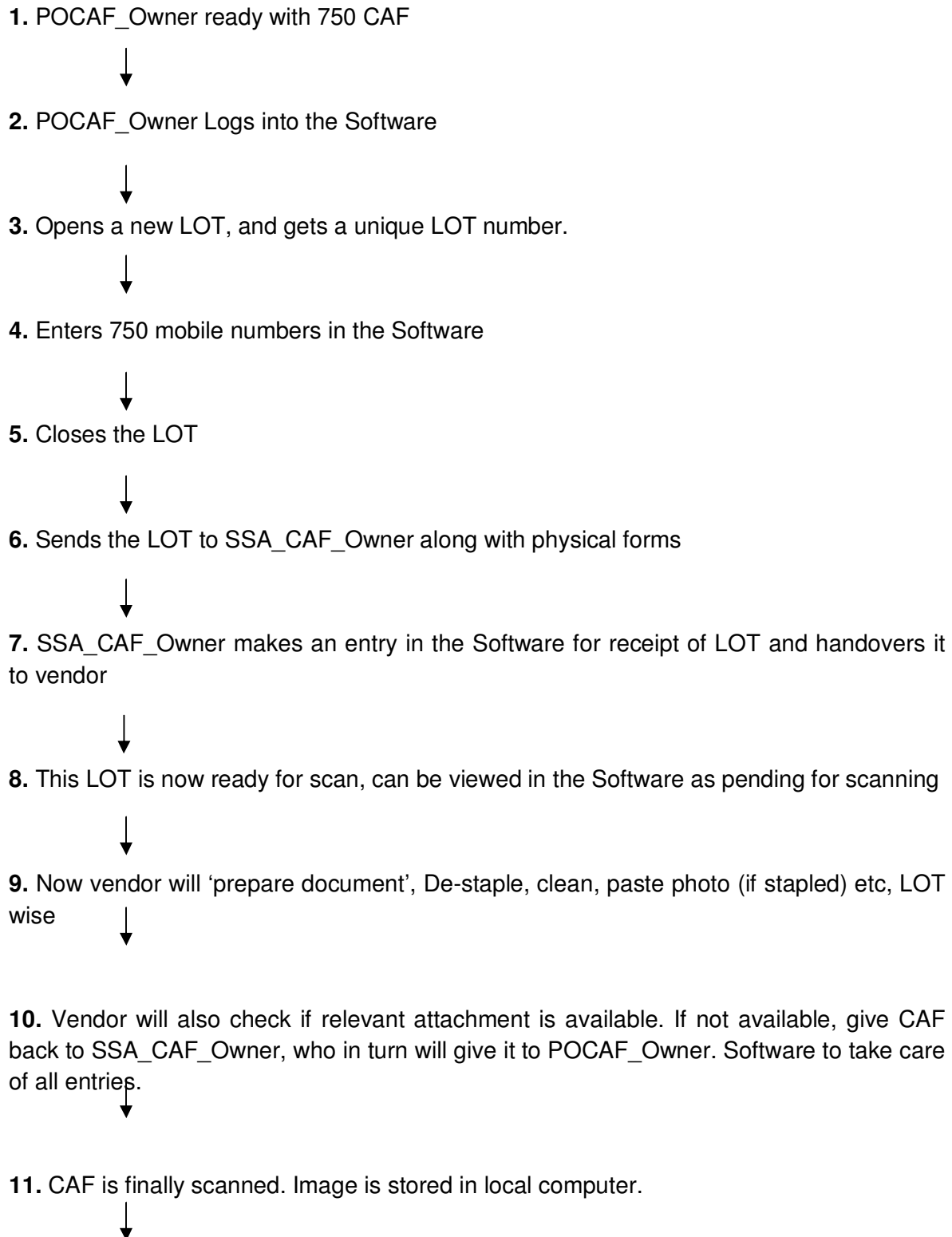
Annexure – 1

Circle Code	-	2 or 3 Characters, as defined in the code list.
SSA Code/Area Code-		3 Characters as defined in code list.
Rack Number	-	4 numeric, 0001 to 9999
Box number	-	2 numeric, 01 to 99

The sticker on the box should have the following information

- | | | |
|-----------------------------------|---|---|
| 1. Circle Code | - | 2 or 3 Characters, as defined in the code list. |
| 2. SSA Code/Area Code | - | 3 Characters as defined in code list. |
| 3. Rack Number | - | 4 numeric, 0001 to 9999 |
| 4. Box number | - | 2 numeric, 01 to 99 |
| 5. LOT number | - | 5 numeric, 00001 to 99999 |
| 6. Date of opening LOT | - | date, dd-mmm-yy, ex 15-Aug-09 |
| 7. POCAF_ID | - | 4 numeric, 0001 to 9999 |
| 8. Date on which
box completed | - | date, dd-mmm-yy, ex 15-Aug-09 |

Annexure – 2



12. Image quality check in the neighbor computer. Also check for authentication of documents.



13. If OK, proceed, else proper reason for rejection to be entered in the software, and this to be given back to SSA_CAF_Owner, who shall give it back to POCAF_Owner



14. Indexing data to be entered by vendor. Data dump to be provided by B&CCS for account number.



15. Final checking of the Image file, index data, by vendor. Entry to be made in software for sending this lot to SSA_QC_Owner to check 100% forms. Date should be clearly available.



16. Upload the image data in the circle server, LOT wise. Also make a backup copy of the image and index data



17. Handing over the physical LOT after completion to SSA_CAF_Owner



18. SSA_CAF_Owner, stores the LOT in the pre numbered corrugated box of standard size.



19. SSA_CAF_Owner, checks 15 forms randomly for image quality, proper documents and index data, and confirms the LOT in the software. The LOT is now liable for payment.



20. Circle_CAF_Owner makes the payment on monthly basis, and sends report to GM CM.

SECTION V
PART -I

TECHNICAL SPECIFICATIONS

Sl.No.	Specification
1	Blade Server: Qty 2 (two) (N+N redundancy).
	2 CPU Intel Xeon Quod Core 2.3 GHz or higher
	32 GB RAM
	2 X 72 GB HDD SAS Hot Plug
	Fiber Chanel Ports & Multifunction Ports
	Half Height
2.	Chassis (Enclosure) for Blade Server: Qty 1 (One)
	Height : 6 U Cooling – 6 active cool Fans, Power – Single Phase
	Blade Chassis Shall accommodate maxi 6 blades server with hot swappable HDD Interconnect Modules, Power supplies with N + N redundancy, Fans & Mgmt module.
3	Storage Devices
	5 TB expandable up to 12 TB
	25 X 250GB Hot Plug SCSI HDD RAID 5
	5 X 250 GB Hot Plug SCSI HDD as spare HDD
	SCSI storage box having sufficient fiber channel connectivity for each blade server to be used for direct connectivity with HBA port of server
4	Operating Systems : RHEL (Red Hat Enterprise Edition) Qty. 2 (Two)
5	Rack: An industry standard 42U Rack
6	Tower Based online UPS 3000 VA
	Capacity: 3000 VA online UPS 50 Hz model
	Technology: micro-processor based technology with true online double conversion
	Other Features: User replaceable SMF batteries, 40 minutes backup at full load

SCHEDULE OF REQUIREMENTS**➤ HARDWARE**

S. No	ITEM	Quantity	Make	Model
1.	Blade Server	2		
2.	250 GB Hot Plug SCSI HDD RAID 5	25		
3.	250 GB Hot Plug SCSI HDD	5		
4.	UPS (3 KVA)	1		
5.	Chassis	1		
6.	Rack	1		

➤ SOFTWARE

S. No	ITEM	Number of License
1.	Scanning application software including 3 years maintenance	1
2.	RHEL (Red Hat Enterprise Linux)	2

➤ SCANNING PROCESS

S. No	ITEM	Number of Forms
1.	Scanning, data entry, validation, uploading per CAF, as specified in the special conditions of contract	40,00,000

ADDITIONAL ESSENTIAL ITEM (if any): Any other item which is essential for solution offered may be mentioned here (and also in price bid) by bidder, so that it is considered in financial evaluation. No extra payment will be made for any additional item, if not mentioned in this table, irrespective of the fact that it may be required for successful commissioning of the project. Liability on this account is fully on the vendor.

1				
2				
3				

SECTION V
PART –II

STATEMENT OF ORDERS EXECUTED FOR SIMILAR TYPE OF WORKS BY THE BIDDER

S.N.	Details	Quantity
1.	Total work order for similar type of work per month.	
2.	Work orders on hand with the firm from others as on date.	
3.	Completed work orders	
4.	Daily quantum of that can be done by the firm if orders are placed.	
5.	Documentary evidence copies enclosed	

The information furnished above is correct to the best of our knowledge.

SIGNATURE

Note: - If the space provided in the pro-forma is found insufficient for giving the full information, the pro-forma may be typed out and the required information may be furnished in it.

SECTION VI

PRICE SCHEDULE

S. L. No.	Item Description	Total Qty.	Ex. Factory price (Basic unit price exclusive of all levies & charges)	Unit price per Unit CIF	Custom Duty		Sales Tax / VAT		Pkg. & Inland freight		Other levies & charges, if any	Price per Unit for site (all inclusive) [4B=6+8+10+11]	Duties & Taxes CENVAT-able on unit price	Unit price excluding CENVAT-able Duties & Taxes	Total price inclusive of all levies & charges excluding Duties & Taxes (3x14)	Discount offered, if any	Total discount price excluding Duties & Taxes CENVAT-able	Custom Tariff Head
					%	Amt	%	Amt	%	Amt								
1	2	3	4A	4B	5	6	7	8	9	10	11	12	13	14	15	16	17	18
	Hardware Items	Nos.																
1	Blade Server	2																
2	250 GB Hot Plug SCSI HDD RAID 5	25																
3	250 GB Hot Plug SCSI HDD	5																
4	UPS (3 KVA)	1																
5	Chassis	1																
6	Rack	1																

S. L. No.	Item Description	Total Qty.	Ex. Factory price (Basic unit price exclusive of all levies & charges)	Unit price per Unit CIF	Custom Duty		Sales Tax / VAT / Service tax		Pkg. & Inland freight		Other levies & charges, if any	Price per Unit for site (all inclusive) [4B=6+8+10+11]	Duties & Taxes CENVAT-able on unit price	Unit price excluding CENVAT-able Duties & Taxes	Total price inclusive of all levies & charges excluding Duties & Taxes (3x14)	Discount offered, if any	Total discount price excluding Duties & Taxes CENVAT-able	Custom Tariff Head
					%	Amt	%	Amt	%	Amt								
1	2	3	4A	4B	5	6	7	8	9	10	11	12	13	14	15	16	17	18
	Software Items	Nos.																
1	Scanning application software including 3 years maintenance	1																
2	RHEL (Red Hat Enterprise Linux)	2																
	Scanning																	
1	Scanning, data entry, validation, uploading Per CAF , as specified in the bid document	40 lacs																
	Additional item considered essential by vendor for execution of contract (if any)																	
1																		
2																		

Total price (col. 15) of hardware, software, scanning & additional items (if any) : say A

Quotation for AMC Charges

S. No.	Period	Total Cost of Equipment (hardware / software) over which AMC is to be provided	AMC Charges as % of hardware / software cost per year	Service TAX (state % Tax & amount)	Any other Tax / duty (state type of Tax / duty, its % & amount)	CENVAT-able TAX and duties	Total AMC Charges per year excluding CENVAT-able Taxes and duties.
1	Ist year after expiry of warrantee						
2	IIInd year						
3	III rd year						

- Total AMC Charges per year excluding CENVAT-able Taxes and Duties say (P)
 - In case, any equipment is taken out of AMC by BSNL, then the AMC charges will be reduced accordingly.
 - AMC Charges will be finalized in % terms only.
 - For Financial evaluation purpose AMC charges for 3 years will be taken discounting @ 12% per year to arrive at Net present value as follows:

$$\text{Value of AMC for evaluation purpose} = B = P/1.12 + P/(1.12)^2 + P/(1.12)^3$$
- Note: AMC charges for 1st year have also been discounted as the same will start after one year of warranty.

Total value of BID for Financial evaluation = A + B = F

Note:

1. "We hereby declare that in quoting the above prices, we have taken into account the entire credit on inputs available under the MODVAT SCHEME introduced w.e.f. 1st March 1986 and further extended on more items till date".
 - "We hereby certify that E.D./Customers Tariff Head shown in column 18 are correct & CENVAT Credit for the amount shown in the column 13 above are admissible as per CENVAT Credit Rules 204".
 - The bidder shall quote separately for hardware & software items.
 - The bidder submitted the offer with concessional E.D./sales tax shall submit the proof of applicable concessional E.D./sales tax.

**SECTION VII
BID FORM**

Tender No. _____

Date _____

To

The General Manager (CM),
BSNL, UP (West).Circle,
Meerut-250001

Dear Sir,

1. **(a) Having examined the Tender Document and specific conditions including amendments, the receipt of which is hereby acknowledged, we, undersigned offer to render services for the composite price shown in the schedule of prices attached herewith and made part of this bid, in conformity with the pro-forma given in section VI and abide by the conditions of the contract.**
(b) We hereby declare unequivocal and unconditional acceptance of the same.
2. We undertake, if our Bid is accepted, to commence execution of services within 2 weeks and to complete execution of each work order within the date stipulated in the schedule of requirements according to the detailed Work order.
3. If our Bid is accepted, we will obtain the guarantees of a Schedule Bank for a sum not exceeding 5% of the contract sum for the due performance of the Contract.
4. We agree to abide by this Bid for a period of 2 years from the date fixed for Bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
5. Until a formal Work order of Contract is prepared and executed, this bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.
6. Bid submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.
7. We understand that you are not bound to accept the lowest or any bid.
8. The information furnished by us in the tender document is correct to the best of our knowledge. We understand that we are liable for penal action if the information furnished by us in the bid is found false.
9. It is certified that none of my/our relative is working in the BSNL units for which tender document is being submitted.

Dated this _____ day of _____ 2011

Name and Signature _____

In capacity of _____

Duly authorised to sign the bid for and on behalf of _____

Witness _____

Address _____

Signature:

**SECTION VIII
BID SECURITY FORM**

(To be executed on Non judicial stamp paper worth Rs.100/-)

Where as _____ (hereinafter called "the Bidder") has submitted its bid dated _____ for
services _____ rendered _____ vide Tender No. _____
dated _____ KNOWN ALL MEN by these presents that
WE _____ OF _____ having our registered office at
_____ (hereinafter called "the Bank") are bound unto _____
(hereinafter called "the Tendering Authority") in the sum of Rs. /- for which payment will and truly
to be made of the said Tendering Authority, the Bank binds itself, its successors and assigns by
these presents.

THE CONDITIONS of the obligation are:

If the Bidder withdraws its bid during the period of bid validity specified by the bidder on the Bid Form or If the bidder, having been notified of the acceptance of its bid by the Tendering Authority during the period of Bid validity.

- (a) **fails or refuses to execute the contract, if required, or**
- (b) **fails or refuses to furnish the performance security, in accordance with the instructions to Bidders.**

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

This guarantee will remain **in force for 180 days from the date of bid opening** and any demand in respect thereof should reach the Bank not later than the specified date/dates.

Signature of the Bank Authority

Name

Signed in capacity of

Name and signature of Witness

Full address of Branch

Address of Witness

Tel. No. of Branch
FAX No. of Branch

SECTION IX PERFORMANCE SECURITY BOND FORM

(To be executed on Non judicial stamp paper worth Rs.100/-)

1. In consideration of the **Bharat Sanchar Nigam Limited** (herein after called '**General Manager Telecom (CM),UP (West) Circle, MEERUT**') having agreed to exempt _____ (hereinafter called 'the said Contractor(s)') from the demand under the terms and conditions of an agreement/(Work order) No. _____ Dated _____ made between _____ and _____ for _____ for the services rendered _____ (hereinafter called 'the said Agreement'), of security deposit for the due fulfillment by the said contractor(s) of the terms and conditions contained in the said agreement, of 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 **General Manager(CM), MDA Building, Meerut –250001**. an amount not exceeding _____ against any loss or damage caused to or suffered or would be caused to or suffered by the '**General Manager(CM), MDA Building, Meerut –250001**'. by the 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 amounts due and payable under this guarantee without any demur, merely on a demand from the '**General Manager(CM), MDA Building, Meerut –250001**' stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the '**General Manager(CM), MDA Building, Meerut –250001**' by reason of breach by the said contractor(s) of any of the terms or conditions contained in the said Agreement or 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 '**General Manager(CM), MDA Building, Meerut –250001**' in these counts shall be final and binding on the bank. However, our liability under this guarantee shall be restricted to an amount not exceeding _____ Rs. _____.
3. We undertake to pay the '**General Manager(CM), MDA Building, Meerut –250001**' any money so demanded notwithstanding any dispute or disputes raised by the contractor(s)/successful bidder(s) in any suit or proceeding pending before any court or tribunal thereto our liability under this present being obsolete 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) 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 the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the **Bharat Sanchar Nigam Limited** under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till '**General Manager(CM), MDA Building, Meerut –250001**' certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the expiry of **Three years**. Actual period as specified in the Work order from the date hereof, we should be discharged from all liability under this guarantee thereafter.

5. We (Name of the bank) _____ further agree with the **Bharat Sanchar Nigam Limited** that the **Bharat Sanchar Nigam Limited** shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the **Bharat Sanchar Nigam Limited** against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contractor(s) or for any forbearance, act or omission on the part of the **Bharat Sanchar Nigam Limited** or any indulgence by the **Bharat Sanchar Nigam Limited** to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
6. This guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s)/successful bidder(s).
7. We (name of the bank) _____ lastly undertake not to revoke this guarantee during its currency except with the previous consent of the **Bharat Sanchar Nigam Limited** in writing.

SECTION X
LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

To,
The GM (CM), UP (West) Circle,
MDA Building,
Meerut – 250001.

Subject: Authorisation for attending the **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 Signatures
I		
II		
Alternate representative		

Signature of the 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 the bid opening. In case where it is restricted to one, first preference will be allowed. Alternate representative will be permitted when regular representatives are not able to attend.

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

**SECTION XI
CERTIFICATE OF NEAR RELATIVES**

TENDER No: UPW/S&D/CM/58/MANAGEMENT OF CAFs/2010-11/02 DT. 09/02/2011

I, _____ S/o _____ resident of
_____ hereby certify that none of near relatives of all directors /
Partners of M/s _____

as defined in the tender document is /are employed in BSNL unit as per details given in the Tender document. In case at any stage, it is found that the information given by me is false/incorrect, BSNL shall have the absolute right to take any action as deemed fit, without any prior intimation to me / the firm.

Signature:
Name:
Seal:

**SECTION XII
DEVIATION CERTIFICATE**

This is to certify that , I / we undersigned, authorized person of M/s _____ hereby submit the clause by clause compliance and unconditional acceptance of all terms & conditions mentioned in the **Bid document No.: UPW/S&D/CM/58/MANAGEMENT OF CAFs/ 2010-11/ 02 DATED : 09/02/2011** for Scanning & Uploading of scanned images (Along with web based monitoring software) of commercial Customer Application Forms (CAFs) of all bsnl mobile customers of UP (West) Telecom Circle as per Letter no MOB-27/CAF-2009 dated 02/06/2009 from DGM(CMS), Bharat Sanchar Bhawan, New Delhi including Annexure I & II **and there is no deviation.**

Signature:
Name:
Seal:

SECTION - XIII
MUTUAL NON-DISCLOSURE AGREEMENT

This agreement is made as of the _____ 2011 between BHARAT SANCHAR NIGAM LIMITED (BSNL) a Government of India Enterprise, having its registered office at 5th Floor, Sanchar Bhavan, 20, Ashoka Road, New Delhi and Corporate office at Bharat Sanchar Bhawan, Janpath, New Delhi hereinafter called BSNL which expression shall unless repugnant to the subject or the context mean & included its successors, nominees or assigns &

M/s. _____ a company incorporated under the Indian Companies Act, 1956, & having its registered office at _____ herein after called “_____” which expression shall unless repugnant to the subject or the context mean & include its successors, nominees or assigns.

Where as in order to pursue the mutual business purpose of this particulars project as specified in Exhibit A (the “Business Purpose”) BSNL & M/s. _____ recognize that there is a need to disclose to one another certain information, as defined in para 1 below, of each party to be used only for the Business Purpose & to protect such confidential information from unauthorized use & disclosure.

In consideration of the other party’s disclosure of such information, each party agrees as follows:

1. This Agreement will apply to all confidential & proprietary information disclosed by one party to the other party, including information listed in Exhibit A attached hereto & other information which the disclosing party identifies in writing or otherwise as confidential before or within thirty days after disclosure to the receiving party (“Confidential Information”). Information consists of certain specifications, designs, plans, drawings, software, prototypes and/or technical information, & all copies & derivatives containing such information, that may be disclosed to one, another for & during the purpose, which a party considers proprietary or confidential (“Information”). Information may be in any form or medium, tangible or intangible, & may be communicated/disclosed in writing orally, or through visual observation or by any other means to one party (hereinafter referred to as the receiving party) by the other party (hereinafter referred to as one disclosing party). Information shall be subject to this agreement, if it is in tangible form, only if clearly marked as proprietary or confidential as the case may be, when disclosed to the receiving party or, if not in tangible form, its proprietary nature must first be announced, & it must be reduced to writing & furnished to the receiving party within thirty (30) days of the initial disclosure.
2. M/s. _____ & BSNL hereby agreed at during the Confidentiality Period:
 - i. The receiving party shall use information only for the purpose, shall hold information in confidence using the same degree of care as it normally exercises to protect its own proprietary information, but not less than reasonable care, taking into account the nature of the information, & shall grant access to information only to its employees who have a need to know, but only to the extent necessary to carry out the business purpose of this project as defined in exhibit ‘A’ shall cause it s employees to comply with the provisions of this Agreement applicable to the receiving party, shall reproduce information only to the extent essential to fulfilling the purpose, & shall prevent disclosure of information to third parties. The receiving party may, however, disclose the information to its consultants & contractors who need to know, provided that doing so, the receiving party agrees to bind those consultants/contractors to terms at least as restrictive as those stated herein, advise them of their obligations, & indemnify the disclosing party for any breach of those obligations.

- ii. Upon the disclosing party's request, the receiving party shall either return to the disclosing party all information or shall certify to the disclosing party all information or shall certify to the disclosing party that all media containing information have been destroyed. Provided, however, that an archival copy of the information may be retained in the files of the receiving party's counsel, solely for the purpose of proving the contents of the information.
- 3. The foregoing restrictions on each party's use or disclosure of information shall not apply to information that the receiving party can demonstrate;
 - i. Was independently developed by or for the receiving party without reference to the information, or was received without restriction; or
 - ii. Has become generally available to the public without breach of confidentiality obligations of the receiving party; or
 - iii. Was in the receiving party's possession without restriction or was known by the receiving party without restriction at the time of disclosure; or
 - iv. Is the subject of a subpoena or other legal or administrative demand for disclosure; provided, however, that the receiving party has given the disclosing party prompt notice of such demand for disclosure & the receiving party reasonably cooperates with the disclosing party's efforts to secure an appropriate protective order; or
 - v. Is disclosed with the prior consent of the disclosing party; or
 - vi. Was in its possession or known to it by being in its use or being recorded in its files or computers or other recording media prior to receipt from the disclosing party & was not previously acquired by the receiving party from the disclosing party under an obligation of confidence; or
 - vii. The receiving party obtains or has available from a source other than the disclosing party without breach by the receiving party or such source of any obligation of confidentiality or non-use towards the disclosing party.
- 4. Each party agrees not to remove any of the other party's confidential Information from the premises of the disclosing party without the disclosing party's prior written approval. Each party agrees to exercise extreme care in protecting the confidentiality of any confidential information which is removed, only with the disclosing party's prior written approval, from the disclosing party's premises. Each party agrees to comply with any & all terms & conditions the disclosing party may impose any such approved removal, such as conditions that the removed confidential information & all copies must be returned by a certain date, & that no copies are to be made off of the premises.
- 5. Upon the disclosing party's request, the receiving party will promptly return to the disclosing party all tangible items containing or consisting of the disclosing party's confidential information all copies thereof.
- 6. Each Party recognizes & agrees that all of the disclosing party's Confidential information is owned solely by the disclosing party (or its licensors) & that the unauthorized disclosure or use of such confidential information would cause irreparable harm & significant injury, the degree of which may be difficult to ascertain. Accordingly, each party agrees that the disclosing party will have the right to obtain an immediate injunction enjoining any breach of this Agreement, as well as the right to pursue any & all other rights & remedies available at law or in equity for such a breach.
- 7. Access to information hereunder shall not preclude an individual who has seen such information for the purposes of this agreement from working on future projects for the receiving party which relate to similar subject matters, provided that such individual does not make reference to the information & does not copy the substance of the information during the confidentiality period. Furthermore, nothing contained herein shall be construed as imposing any restriction on the receiving party's disclosure or use of any general learning, skills or know-how developed by the receiving party's personnel under this

- agreement, if such disclosure & use would be regarded by a person of ordinary skill in the relevant area as not constituting a disclosure or use of the information.
8. As between the parties, all information shall remain the property of the disclosing party. By disclosing information or executing this agreement, the disclosing party does not grant any license, explicitly or implicitly, under any trademark, patent, copyright, mask work protection right, trade secret or any other intellectual property right. **THE DISCLOSING PARTY DISCLAIMS ALL WARRANTIES REGARDING THE INFORMATION, INCLUDING ALL WARRANTIES WITH RESPECT TO INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS & ALL WARRANTIES AS TO THE ACCURACY OR UTILITY OF SUCH INFORMATION.** Execution of this agreement & the disclosure of information pursuant to this agreement does not constitute or imply any commitment, promise, or inducement by either party to make any purchase or sale, or to enter into any additional agreement of any kind.
 9. Either party's failure to enforce any provision, right or remedy under this agreement shall not constitute a waiver of such provision, right or remedy.
 10. This agreement will be construed in, interpreted & applied in accordance with the laws of India.
 11. That in case of any dispute or differences, breach & violation relating to the terms of the agreement. The said matter or dispute, difference shall be referred to sole arbitration of chairman & Managing Director (CMD) of BSNL or any other person appointed by him. That the award of the arbitrator shall be final & binding on both the parties. In the event of such Arbitrator to whom the matter is originally referred to is being transferred or vacates his office on resignation or other wise or refuse to do work or neglecting his work or being unable to act as Arbitrator for any reasons whatsoever, the CMD BSNL shall appoint another person to act as Arbitrator in place of out going Arbitrator & the person so appointed shall be entitled to proceed further with the reference from the stage at which it was left by his predecessor. The M/s. _____ will have NO OBJECTION in any such appointment, that arbitrator so appointed is employee of BSNL. The said Arbitrator shall act under the provisions of the Arbitration & conciliation Act, 1996 or any statutory modifications or re-enactment there of or any rules made thereof.
 12. This agreement & Exhibit A attached hereto constitutes the entire agreement of the parties with respect to the parties' respective obligations in connection with information disclosed hereunder & supersedes all prior oral & written agreements & discussions with respect thereto. The parties can amend or modify this agreement only by a writing duly executed by their respective authorized representatives. Neither party shall assign this agreement without first securing the other party's written consent.
 13. This agreement will remain in effect for five year from the date of the last disclosure of confidential information, at which time it will terminate, unless extended by the disclosing party in writing. IN WITNESS WHEREOF, the parties hereto have executed this agreement by their duly authorized officers or representatives.

M/s. _____

BHARAT SANCHAR NIGAM LIMITED

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Exhibit A

1. **Business Purpose:-** Scanning and uploading of scanned images of Commercial Customer Application Forms (CAFs) of Mobile Customer of UP (West) Telecom Circle .

2. **Confidential Information of M/s _____.**

NIL

3. **Confidential Information of Bharat Sanchar Nigam Limited (BSNL).**

- Subscribers' Information contained in Customer Application Forms .
- All information shared in oral or in written from by BSNL with **M/s _____.**

BSNL

M/s

Signed

Signed

Seal

Seal

**SECTION XIV
MANDATE FORM**

**BHARAT SANCHAR NIGAM LIMITED
(A Government of India Enterprise)**

Authorization Letter for Payment of Supplier's, Contractors Bills through

E-Payment Scheme.

1. Name of the Company/Firm:	
2. Address:	
3. Particulars of Bank Account:	
• Name of the Bank	
• Branch Name	
• Type of Account	SB Account/ Current /Account
• Ledger No/Folio No	
• Name of the Account Holder	
• Account Number as appearing	
on the Cheque Book/Pass Book.	
• Branch Code	
• Address	
• Telephone No of the Branch	
• Whether SEFT system available	Yes/ No
• Whether RTGS enabled branch	Yes/ No
• If RTGS enabled, give IFSC Code	
• 9-Digit code number of the Bank and Branch	
as appearing on the MICR Cheque Issued by	
• The Bank.	

Date of Effect :--

Abbreviation/Acronym used above are as under:

1. SEFT- Special Electronic Funds Transfer
2. RTGS- Real Time Gross Settlement
3. MICR- Magnetic Ink Character Recognition.

Name and Signature of
the
Authorized Signatory
with Seal.

- UNDERTAKING -

I/We, hereby, express my willingness to receive payment of the bills through Electronic Fund Transfer Scheme. I/We do authorize Accounts Officer (Cash) O/o GM (CM), MDA Building, Meerut to arrange to credit the payment of my bills through Electronic Payment System to my account number as given above. I am ready to bear any charges levied by any Bank in this regard.

I/We, hereby, undertake that till a change is requested by me/us the payment shall continue to be made in the aforementioned account.

I/We, do hereby, declare that the particulars given above are correct and complete to the best of my/our knowledge. If the transaction is delayed or not effected at all for incomplete information, I would not hold BSNL responsible. Any dispute, if arises, will be subject to Meerut jurisdiction.

Date:

Name and Signature of the
Authorized Signatory with Seal.

Encl: Please attach a self-attested photocopy of Cheque or a cancelled Cheque.

(Verification to be done by the Bank of Vendor.)

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

Name and Signature of the

Authorized officer (from the bank)

Bank Seal

Date:

SECTION-XV

PROFORMA OF POWER OF ATTORNEY (Refer Clause 14.4 of Section-II)

Non-Judicial Stamp

POWER OF ATTORNEY

Be it known all to whom it concerns that: -

1. Shri _____ s/o _____ residing at _____
2. Shri _____ s/o _____ residing at _____
3. Shri _____ s/o _____ residing at _____

I, the Proprietor/We all the Partners/Directors of M/s _____ (Address)

_____ hereby
 appoint Shri _____ s/o _____ residing at _____
 _____ as my/our Attorney to act in my/our name and on behalf and
 sign and execute all documents/agreements binding the firm for all contractual obligations (including
 references of cases to arbitration) arising out of contracts to be entered into by the firm with the GM (CM),
 1st floor, MDA Building, Meerut, U.P. in connection with their Tender Enquiry No.
 _____ dated _____ for the supply
 of _____ due for opening on _____.

In short he is fully authorized to do all, each and everything requisite for the above purpose concerning
 M/s _____. And I/We hereby agree to confirm and ratify
 his all and every act of this or any documents executed by my/our said Attorney within the scope of the
 authority hereby conferred on him including references of cases to arbitration and the same shall be
 binding on me/us and my/our firm as if the same were executed by me/us individually or jointly.

Witness (with Address)

Signature of the Proprietor/Partners/Directors

- 1.
- 2.

- 1.
- 2.
- 3.

Accepted

(Signature of Signatory of Tender Offer of the firm)

A T T E S T E D

Notary Public

(Signature with Official Seal)

OR

R E G I S T E R E D

Before

(SUB – REGISTRAR) (of concerned State)

Signature with Official Seal