

TENDER DOCUMENT

Document Management & Scanning

Tender FOR NE-1 CIRCLE

Tender No:

NE-1/Computers/DMS/2010-11/ Dated 07.05.2010

Due to Open On:

31.05.2010 at 15:30 Hrs.

Validity Of Offer: One Year, from the date of Bid Opening.



BHARAT SANCHAR NIGAM LIMITED

(A Govt. of India Enterprise)

%CGMT, NE-1 Circle, Shillong – 793 001

Bidder Details:

Name of the Bidder:

Full Postal Address:

Bidder Category (Company/proprietary):

Phone/Mobile No.:

Issued on Date:

Cash Receipt No. & Date:

DD details (If downloaded from web):

(If down loaded from web, the above information needs to be filled by the bidder)

Cost of Tender Document:Rs.500/-

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link→<http://www.ne1.bsnl.co.in/mkt/chqcafguidlines.pdf>

2 . DOT Guidelines DOT letter No Ltr No. (No.1-34/2006- VI(Pt 1) dtd. 30/09/09 endt by BSNL vide MOB-27/CAF-2009/28 dtd. 14-10-09 regard to reverification of CAF) may be downloaded in our website at
link→<http://www.ne1.bsnl.co.in/mkt/dotcafreverifyguidlines.pdf>

Server Specification – Details (Already available with BSNL NE-I) Download from weblink

→<http://www.ne1.bsnl.co.in/mkt/hpserverspec.pdf>

SECTION-I



Bharat Sanchar Nigam Limited

(A Govt. Of India Enterprise)

Office of The Chief General Manager Telecommunications

NE-1 CIRCLE, SHILLONG.

NOTICE INVITING TENDER

Tender No.: **NE-1/Computers/DMS/2010-11/**

Dated 07.05.2010

Sealed Tenders are invited by the **Chief General Manager Telecommunications, BSNL, NE-1, Circle, CTO COMPOUND, SHILLONG-793 001**, for and on behalf of Bharat Sanchar Nigam Limited, (herein after called the Purchaser) for “GSM/WLL Document Management & Scanning” of GSM Customer Application forms and enclosures for the NE-1 Circle.(SCANNING & UPLOADING

OF SCANNED IMAGES (ALONG WITH WEB BASED MONITORING SOFTWARE) **of** GSM CUSTOMER APPLICATION FORMS (CAFs) of NE 1 Circle pertaining to Meghalaya, Mizoram & Tripura States

Important Information: -

Issue of Tender Forms : 1000 Hrs to 1500 Hrs (07.05.2010 to 31.05.2010)

Last date and time for receipt of Bid documents : 1500 Hrs of 31.05.2010

Cost of Tender Document : Rs.500/

For details please visit our web site: <http://www.ne1.bsnl.co.in> tenders within marketing cell.

AGM (MKt_II),
%CGMT, NE-1 Circle, Shillong
CTO Building
Shillong .
Phone : 0364:2223639

2. Requirement of Document Management & Scanning :

Items

Type

Quantity

1. **Total Volume of documents: 7 lakh**
(The documents which are to be scanned are located in our premises/offices at Meghalaya, Mizoram & Tripura. The vendor has to make suitable arrangement for movement of their infrastructure & staff for completing this job)
2. **Maximum No. of Total pages: 42 lakh pages.**
3. **Variation +/-50 %**
4. **Supply of corrugated paper box of 7 ply ,as per specifications need to be supplied by vendor as per requirement and also safe keeping CAFs (750 nos /Box) and finally safe keeping these boxes in storage racks.**
5. **Iron racks for storage of CAF boxes -50 Nos minimum(13 nos in Meghalaya,12 Nos Mizoram & 25 Nos in Tripura**

3. Availability of Tender Documents:

A. Collection by Person

: Tender document can be collected in person or through duly authorized person, from Marketing Cell, 3rd floor, %CGMT, NE-1 Circle, CTO COMPOUND, SHILLONG on production of a **written request** along-with crossed DD for Rs.500/- from any scheduled bank drawn in favour of The Accounts Officer (Cash), O/o C.G.M. Telecom, NE-1 Circle, CTO COMPOUND, SHILLONG or the cash receipt by paying in cash to The Accounts Officer (Cash), O/o C.G.M. Telecom., NE-1. Circle, as a proof of payment, towards the cost of tender document, on any working day, up to the stipulated date.

B. Online

: Tender document can also be downloaded from website: **www.ne1.bsnl.co.in** In such case the bidders should submit a Demand Draft for an amount equal to the cost of the tender doc. i.e.Rs.500/- from any scheduled bank towards the prescribed fee in favour of **The Accounts Officer (Cash), O/o CGM Telecom. NE-1 Circle, CTO COMPOUND, SHILLONG** in “Technical Bid cover” along with EMD.

4. Earnest Money Deposit

: **Rs. 80000/- (Rupees Eighty Thousands only)**

5. Security Deposit

: 10% of value of work to be awarded in the form of (PBG)

6. Preparation and Submission of Bid documents.

: For detailed instructions in this regards, sub-section C &D of section-II of the tender document may be referred.

i) Submission In Person

: i) Complete bid documents along-with all relevant material are to be dropped in the designated Tender Box placed in the chamber of Marketing Cell, 3rd Floor, %CGMT, NE-1 Circle, CTO COMPOUND, SHILLONG.

7. Issue of Tender Forms

: **1000 Hrs to 1500 Hrs (07.05.2010 to 30.05.2010)**

8. Last date and time for receipt of Bid documents

: **1500 Hrs of 30.05.2010**

9. Time & Date of opening of Bids

: **1530 Hrs of 30.05.2010**

**Asst. General Manager (MKT-II)
O/o C.G.M. Telecom ,NE-1.Circle
CTO COMPOUND, SHILLONG – 793 001**

SECTION-II
INSTRUCTIONS TO BIDDERS

A. Introduction

1. DEFINITIONS

- (a) **“The Purchaser”** means the Chief General Manager Telecommunications, NE-1 Circle, CTO COMPOUND, SHILLONG, 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 Contractor”** means the Individual or Firm supplying the goods under the contract.
- (d) **“ The Goods”** means all the materials which the Contractor is required to supply to the Purchaser under the contract.
- (e) **“ The Advance WorkOrder”** means the intention of Purchaser to place the WorkOrder on the Bidder.
- (f) **“ The WorkOrder”** means the order placed by the Purchaser on the Contractor, signed by the Purchaser including all attachments and appendices thereto and all documents incorporated by reference therein. The WorkOrder shall be deemed as “ Contract” appearing in the document.
- (g) **“The Contract Price”** means the price payable to the Contractor under the WorkOrder for the full and proper performance of its contractual obligations.

2. Eligibility Conditions:-

2.i The Eligible Bidders should be reputed experienced Indian firms or Agencies and having sufficient equipment and trained personal. **The Eligible bidder should have done scanning of 1(ONE) million pages** for any of the Telecom operator, Bank, financial institutions or Government/PSU , They should have successfully executed Commercial orders as on the date of opening of the bid.

2.ii

a) The Bidders(s) should have successfully carried out DMS implementing and digitization project for at least 2 Organizations ie Government or Corporate's anywhere in the globe.

b)) **Experience :-** Proper proof of successful execution of Commercial orders of similar nature ie at least scanning of 1 million pages for any telecom operator ,banking ,financial institution . Is required.(Copy of **performance Certificates** is essential).Mere submission of work order copies will not be considered.

(Documentary evidence to be established that the bidder is eligible to bid and is qualified to perform the contract if his bid is accepted).

c) The bidder(s) should be financially sound. The financial turnover of the bidders(s) during last three financial years should be at least Rs.2.0 crores(Every year).Audited balance sheet need to be submitted & VAT certification .

d) In case the bidder is a consortium of two or more parties as members, the of the concerned member should be commensurate with the responsibility matrix provided in consortium agreement.

The Bidder shall submit the details of its past experience and reference list of clients in India or may in abroad. In support of their meeting the above stipulated technical requirements. The Documentary evidence in support of all above should be submitted by bidders. Non fulfillment of eligibility criteria will lead to rejection of the offer

3. COST OF BIDDING

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

B. BID DOCUMENTS

4. DOCUMENTS REQUIRED

4.1 The Goods required to be supplied, bidding procedures and contract terms are as prescribed in the Bid Documents. The Bid Documents include:

- (a) Notice Inviting Tender
- (b) Instructions to Bidders
- (c) General (Commercial) Conditions of the Contract
- (d) Special Conditions of the Contract, if any
- (e) Schedule of Requirements
- (f) Technical Specifications

(The guidelines issued by BSNL Corporate Office New Delhi (vide their letter No. 9-3/2008-IT dated 11-Feb-2009) for managing the Customer Applications Form for GSM connections. is enclosed with tender schedule and the conditions/methodology is inclusive of the tender document. The web based monitoring software has to be design das per the guidelines mentioned in this letter.)

- (g) Bid Form, EMD for, Technical bid covering Performa, Price Schedule
- (h) Performance Security Bond Form
- (i) Letter of authorization to attend the bid opening.
- (j) Certificate of Nearest Relatives employment in BSNL.

4.2 The Bidder is expected to examine all instructions, forms, terms and specifications in the Bid Documents. Failure to furnish all information required as per the Bid Documents or submission of 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 Purchaser in writing or by FAX at the Purchaser's mailing address indicated in the invitation of bid. The Purchaser shall respond in writing to any request for the clarification of the Bid Documents, which it receives **not later than 14 days prior to the date of opening of Tenders**. Copies of the query (without identifying the source) and clarifications by the Purchaser shall be sent to all the prospective bidders who have received the Bid Documents.

5.2 Any clarification issued by purchaser 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, prior to the date for submission of bids, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bid Documents by amendments.

6.2 The amendments shall be notified in writing & by FAX to all prospective bidders on the address intimated only if Bid Document from purchased from BSNL and it will be also notified in NE-1 Circle website by the Purchaser for the bidders directly downloading the bid application and submitting bid document fee as separate Demand draft to BSNL and these amendments will be binding on all bidders

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

C. PREPARATION OF BIDS

7 DOCUMENTS COMPRISING THE BID.

The bid prepared by the bidders shall comprise the following components

1. Documentary evidence established in accordance with the Clause 2 & 10 that the bidder is eligible to bid and is qualified to perform the contract if the bid is accepted.
2. Bid security furnished in accordance with Clause 12.
3. A Clause by Clause compliance as per Clause 11.2
4. A Bid forms and Price schedule completed in accordance with Clause 8 & 9

8 BID FORM

The Bidder shall complete the Bid form (Section VII Part I, II & III) and the appropriate price schedule (Section VIII) furnished in the Bid Documents, indicating the goods to be supplied, a brief description of the goods and quantity.

9 BID PRICES

9.1 The bidder shall give the total composite price inclusive of all Levies & Taxes i.e Sales Tax & Excise, Packing, forwarding, cost of freight (Transportation to various consignees as per the workorder) and insurance etc. The basic unit price need to be individually indicated against the goods it proposes to supply under the contract as per the price schedule give in Section VIII. 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 Net Price inclusive of

- (i) The basic Unit Price (Ex-Factory price) of the goods, Excise Duty, Sales tax, Freight, forwarding, Packing, Insurance and any other levies/Charges already paid or payable by the contractor.
- (ii) The contractor shall quote as per price schedule given in Section VIII for one or more 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 goods 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 purchaser for procurement will be inclusive of Levies and Taxes, Packing, forwarding, freight (transportation to various SSAs (Meghalaya, Tripura & Mizoram) in NE-1 Circle) and insurance as mentioned in Para 9.1 above.

10. DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATION

10.1 The Bidder shall furnish, as part of the bid documents establishing the bidder's eligibility, the following documents or which ever is required as per terms and conditions of Bid Documents.

In Technical Bid: All documents are to be properly highlighted as per annexure number. Check list consists of documents which are to be submitted as follows:

The documents/items enclosed in Technical Bid cover are specified at clause no.10.1. All concerned documents are to be marked with **respective Annexure number (A to N)** on the top of the enclosed document at right hand side. . This is to ensure that there should be easy identification of the documents submitted by the bidder at the time of technical evaluation of the tender. **Every document submitted in the bid is to be signed by the bidder along with seal with out fail. The document with out signature of the bidder will not be considered and may leads for rejection.**

Annexure No. is to be written &highlighted on every enclosed document in Technical bid, on top – right side corner with out fail.

Document should superscribed as Annexure .	Document required/details	Document submitted by bidder and attached at Page Number
Annexure – A:	Bid Document cost by D/draft or Purchase cash receipt from AO (cash) BSNL	
Annexure – B	E.M.D. Payment Particulars (Enclose D.D)	
Annexure – C	VAT Registration Certificate copy/Sales Tax registration	
Annexure – D	Document supporting Successfully carried out DMS implementing and digitization project for at least 2 organizations (Govt or Corporates) anywhere in the globe. Bidder shall submit the details of its past experience and reference list of clients in India or may in abroad. In support of their meeting the above stipulated technical requirements. The Documentary evidence in support of all above should be submitted by bidders	
Annexure – E	Experience :- Proper proof of successful execution of Commercial orders of similar nature ie atleast scanning of 1 million pages for any telecom operator ,banking ,financial institution . Is required.(Copy of performance Certificates is essential).Mere submission of work order copies will not be considered. (Documentary evidence to be established that the bidder is eligible to bid and is qualified to perform the contract if his bid is accepted	
Annexure – F	Document Supporting that the bidder(s) are financially sound. The financial turnover of the bidders(s) during last three financial years should be at least Rs.2.0 crores(Every year).Audited balance sheet need to be submitted .or VAT certification .	
Annexure –	bidder is a consortium of two or more parties as members, the of the	

Signature of the Bidder with Seal
%CGMT, NE-1 Circle, Shillong

Signature: AGM (MKT-II)

G	concerned member should be commensurate with the responsibility matrix provided in consortium agreement.	
Annexure – H	The List of equipment/infrastructure available with the bidder to be submitted for execution of contract work. If required a committee duly authorized by the tendering authority will inspect and ascertain the same	
Annexure –I	Certificate of “BSNL employees relatives non-participation certificate”	
Annexure – J	Power of Attorney for signing the documents on Rs.100 stamped paper as per clause 14.3	
Annexure – K	Latest and valid NSIC Certificate copy if exemption of EMD is claimed.	
Annexure – L	Bid form, EMD form duly filled completed in accordance with Clause 8 & 9	
Annexure – M	Certificate of incorporation copy issued by Registrar of Companies, in case of company OR copy of Article of Memorandum of Association or Registered partnership deed (in the case of company) or self certificate in case of Proprietorship deed duly attested by Notary as the case may be.	
Annexure – N	Current Labour license(Registration with State/ Central government ministry of labour department	

The **-Full set of Tender document duly signed on each page as per clause 11.3 with seal.**

Non-Fulfillment of eligibility criteria will lead to summarily rejection of the offer without any claim

10.2. Bidders needs to use the performa of covering letter for the technical bid is to be submitted as given in the Sec VII (Part – II) with out fail. All the concerned Annexure are to be put in alphabetical order from Annexure A to Annexure J. The above covering technical bid proforma is to be filled and keep as first pages of the technical bid annexure.

The Financial bid cover should contain only the completely filled Price schedule.

11. DOCUMENTS ESTABLISHING GOOD'S CONFORMITY TO BID DOCUMENTS

11.1 Pursuant to Clause 7, the Bidder shall furnish, as part of his bid, documents establishing the conformity of his bid to the Bid Documents of all goods and services which he proposes to supply under the contract.

11.2 A Clause-by-Clause compliance on the Purchaser's Technical Specifications and commercial Conditions demonstrating substantial responsiveness to the Technical Specification and Commercial conditions. In case of deviations, a statement of the deviations and exception to the provision of the technical specifications and commercial conditions shall be given by the bidder. A bid without clause-by-clause compliance of Technical Specification (Section VI) ,Commercial conditions (Section III) and Special Conditions (Section IV) shall not be considered.

11.3 For purpose of compliance to be furnished pursuant to Clause 11.2 above, the Bidder shall submit original Tender document duly signed on each page. However, Bidder shall note that the standards for the workmanship, material and equipment and reference to the brand names or catalog number, designated by the Purchaser in its Technical Specifications are intended to be descriptive only and not restrictive.

12. BID SECURITY (EMD)

12.1 Pursuant to Clause 7 the Bidder shall furnish, as part of his bid, a bid security as detailed below.

Sl. NO.	Name of the Item	EMD in Rs.	DD. No. and Bank Name
1			
2			

The Bidders (Small Scale Units) who are registered with National Small Scale industries Corporation under SINGLE POINT REGISTRATON SCHEME are exempted from payment of bid security up to the amount equal to their monetary limit or Rs 50 lakhs whichever is lower.

- A proof regarding current registration with NSIC for the tendered items will have to be attached along with the bid.
- The enlistment certificate issued by NSIC will not be permanent and should be renewed with in two years of its presentation.

12.1 The bid security is required to protect the Purchaser against the risk of bidder's conduct, which would warrant the security's forfeiture, pursuant to para 12.7.

12.3 The bid security shall be in the form of a ***crossed Demand Draft drawn from any nationalized bank for each item of work in favour of the Accounts Officer (Cash), % CGMT, BSNL, NE-1 Circle, Shillong 793001.***

12.4 A bid not secured in accordance with para 12.1 & 12.3 shall be rejected by the purchaser as non-responsive at the bid opening stage and returned to the bidder unopened..

12.5 The bid security of the unsuccessful bidder will be discharged/returned as promptly as possible but not later than 30 days after the expiry of the period of bid validity prescribed by the Purchaser, pursuant to Clause 13.

12.6 The successful bidder's bid security will be discharged upon the bidder's acceptance of the advance workorder satisfactorily in accordance with Clause 27 and furnishing the performance security.

12.7 The bid security may be forfeited :

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

OR

(b) In case of successful bidder, if the bidder fails :
i) to sign the contract in accordance with clause 27 or
ii) to furnish performance security in accordance with clause 27.

(a) In both the above cases, i.e 12.7 (a) & (b), the bidder will not be eligible to participate in the tender for the same item for one year from the date of issue of APO. The bidder will not approach the court against the decision of purchaser In this regard.

13. PERIOD OF VALIDITY OF BIDS:

13.1 Bid shall remain **valid for 240 days** from the date of opening of bids prescribed by the Purchaser, **A Bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.**

13.2 In exceptional circumstances, the Purchaser may request the bidder's consent for an extension to the period of bid validity. The request and the responses thereto shall be made in writing. The bid security provided under Clause 12 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.**

14 .FORMAT AND SIGNING OF BID

14.1 The letter of authorization shall be indicated by written power-of-attorney accompanying the bid. All pages of the original bid, except for un-amended printed literature shall be signed by the person or the persons signing the bid. The bids submitted shall be sealed properly.

14.2 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 by the person or persons signing the bid.

14.3 (i) The power of attorney should be submitted and executed under non judicial stamp paper of appropriate value as prevailing in the respective state (s) in the same be attested by a notary public or registered before Sub Registrar of the state (s) concerned with attested photograph of the authorized person pasted on the Power Of Attorney paper and signature of authorized person duly attested .

(ii)The power of attorney be executed by a person who has been authorized by the Board of Directors of the bidder in this regard, on behalf of the company/ Institution/Body Corporate.

(iii) In case of the bidder being a firm the said power of attorney should be executed by all the partner(s) in favour of the said attorney.

15. Submission of Bids (SEALING AND MARKING OF BIDS)

15.1 The bid should be submitted in a Sealed envelop superscripted as **“TENDER FOR Document Management & Scanning AND TIME 15.00HRS “** and addressed to **“Asst. General Manager (Mkt-II) % C.G.M.T. NE-1 Circle, CBM Compound, Shillong 793001”**. In **Two** separately sealed covers one containing the Technical Bid and Demand Drafts for EMD, Cost towards bid document. the other containing Financial Bid, superscripted as **“TECHNICAL BID ”** and **“FINANCIAL BID”** respectively are to be placed. The **Technical Bid** should contain **EMD, duly filled Part I, Part II & Part III of Section VII documents establishing the bidder's eligibility as per teder**

clause 2.0 and 10, DD for cost of BID document if on line. The Technical Bid covering proforma is to be filled in all respects and to be submitted in Technical bid as in Section VII – Part II.

The Financial Bid should contain the **duly filled Price Quotation (Price schedule) as given in Section VIII only.** The address of the bidder should be clearly indicated on all the bid covers.

15.2 a) Both the envelopes of technical & financial bids shall indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared **‘Late’ or “not properly sealed”.**

b) Envelope containing bids shall be addressed to the “, **Asst. General Manager (MKT-II) % C.G.M.T. NE-1 Circle, , CTO compound, Shillong 793 001**” and shall either be sent by Registered Post or **dropped in the tender box** kept at the above address. The responsibility for ensuring that bids are delivered in time to the proper addressee shall rest with the bidder.

1. If the envelopes are not sealed and marked as required by Para 15.1 & 15.2 the bid is liable to be rejected. The decision of purchaser is final.

2. In no case, more than one offer (technical bid + financial bid) should be put inside a cover. In such case, all those bids shall be treated as canceled.

1. SUBMISSION OF BIDS

- a. Bids must be received by the Purchaser at the address specified under Para 15.2 not later than 15.00 hrs. on due date.
- b. The Purchaser may, at its discretion, extend this deadline for the submission of bids by amending the Bid Documents in accordance with Clause 6 in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.
- c. The Bidder shall submit his bid offer against a set of bid documents purchased by him for all or some of the items as per requirement of the Bid Documents. However not more than one independent and complete offer shall be permitted from the Bidder. Any bidder can submit only one bid. If more than one bid are submitted by a bidder, all the bids of the said bidder shall be disqualified.
- d. The bidder shall submit for all or some items as indicated in the schedule of requirement in Section V of the bid documents for which he has requisite expertise type approval. The price schedule can be submitted in a separate sheet if the space given in the bid document is not sufficient.

17. LATE BIDS

Any bid received by the Purchaser after the deadline for submission of bids prescribed by the Purchaser pursuant to Clause 16, **shall be rejected and returned unopened to the Bidder. BSNL is not responsible for any postal delay.**

18. MODIFICATIONS AND WITHDRAWAL OF BIDS

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

18.2 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 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.

18.3 Subject to Clause 20, no bid shall be modified or withdrawn subsequent to the deadline for submission of bids.

E. BID OPENING AND EVALUATION

19. OPENING OF BIDS BY PURCHASER

19.1 The Purchaser shall open bids in the presence of Bidders or their authorized representatives who chose to attend, **at 15.30 hrs. on due date**. The Bidder's representatives, who are present, shall sign an attendance register. Authority letter to this effect shall be submitted by the Bidders before they are allowed to participate in bid opening. (A FORMAT IS GIVEN IN SECTION X).

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

19.3 The Bidder's names, Bid prices, modifications, bid withdrawals and such other details as the Purchaser, at its discretion, may consider appropriate, will be announced at the opening.

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

19.5 The bids will be opened in two stage. On the date of opening of tenders only Technical Bids will be opened and evaluated for responsiveness and Financial Bids (Price Bids) of whose Technical Bids are found responsive will be opened later. The date of opening of Price bids will be intimated separately.

20. CLARIFICATION OF BIDS

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

21. PRELIMINARY EVALUATION

21.1 Purchaser shall evaluate the bids to determine whether they are complete, whether any Computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the bids are generally in order.

21.2 Arithmetical errors 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 total price shall be corrected by the Purchaser. If there is a discrepancy between words and figures, the amount in words shall prevail. **If the Contractor does not accept the correction of the errors, his bid shall be rejected.**

21.3 Prior to the detailed evaluation, pursuant to Clause 22, the Purchaser 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 Purchaser's determination of bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

21.4 A bid, determined as substantially non-responsive will be rejected by the Purchaser and shall not subsequent to the bid opening be made responsive by the Bidder by correction of the non-conformity.

21.5 The Purchaser may waive any minor infirmity or non-conformity or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder. The Purchaser has every liberty to seek clarification or obtain documents from bidders during Technical evaluation as deemed fit. However the documents information so obtained should not have any bearing on commercial bid price.

21.6 Evaluation will be done in two stages. In the first stage, only technical bids will be opened and evaluated. The financial bids will be opened for those bids, which are found responsive in the Technical Bid Evaluation. However one's mere clearance of Technical Bid, for the purpose of opening price bid, doesn't entitle the bidder claim that he has qualified in all respects. The bids are liable for rejection for incompleteness at any stage, or during the course of detailed evaluation.

21.7 In case of bids found to be technically responsive, the respective bidders will be invited for making the technical presentation of their offering including DMS software (Web based) to duly nominated team of BSNL officers to understand the technical offer and its feature etc. Such evaluation forms part of technical evaluation and recommendations of the team will be considered for deciding the bids for which the price bids are to be opened.

21.8 **The tendering authority has the right to reject the bids that are unworkable & the decision of the tendering authority is final.**

22. EVALUATION AND COMPARISON OF SUBSTANTIALLY RESPONSIVE BIDS

22.1 The Purchaser shall evaluate in detail and compare the bids previously determined to be substantially responsive pursuant to clause 21.

22.2 The evaluation and comparison of responsive bids shall be on the price of the goods offered inclusive of all Levies & Charges as indicated in the Price Schedule in Section VIII of the Bid Document.

23. CONTACTING THE PURCHASER

23.1 Subject to Clause 20, no Bidder shall try to influence the Purchaser on any matter relating to its bid, from the time of the bid opening till the time the contract is awarded.

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

F. AWARD OF CONTRACT

24. PLACEMENT OF ORDER:

- i) The Purchaser shall consider placement of orders for commercial supplies only on those eligible Bidders whose offers have been found technically, commercially and financially acceptable and whose goods have been validated by the Purchaser. **The Purchaser reserves the right to counter offer the Price (s) against Price(s) quoted by any bidder.**
- ii) **The purchaser reserves the right to place order in piecemeal.**

25. PURCHASER'S RIGHT TO VARY QUANTITIES

(a) The purchaser will have the right to increase or decrease up to 50% of the quantity of goods and services specified in the schedule of requirement without any change in the unit price or other terms and conditions at the time of award of the contract or up to 50% of the additional quantity can be ordered within 2 (Two) months of the placement of work order and supplies obtained within the original scheduled complete period.

(b) In Exceptional situation where the requirement is of an emergent nature and it is necessary to ensure continue supplies from the existing vendors, the purchaser reserves the right to place repeat order up to 50% of the quantities of goods and services until the running tender /contract within a period of 12 months from the earliest date of acceptance at the same rate or a rate negotiated (downwardly) with the existing vendors considering the reasonability of rates based on prevailing marketing conditions and the impact of reduction in duties and taxes etc.

26. PURCHASER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

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

Also purchaser reserves the right to accept the offer in parts .

27. SIGNING OF CONTRACT

27.1 The period of contract is for one year.

27.2 The issue of Work Order shall constitute the award of contract on the firm.

ISSUE OF ADVANCE WORK ORDER:

a. The issue of an Advance Work order shall constitute the intention of the tendering Authority to enter into the contract with the Bidder.

b. The **bidder shall give his acceptance along with Performance Security** within the time stipulated in the Advance work order as prescribed .

27.3 The acceptance of the Advance Work order by the bidder shall constitute the award of contract on the firm and its acceptance.

27.4 Upon the successful Bidder furnishing the performance security to tendering Authority shall discharge the bid security

28. Purchaser reserves the right to place part/repeat order during the period of contract / bid.

28.1 Upon the successful Bidder furnishing the performance security pursuant to Clause 27.2(b), the Purchaser shall discharge the bid security pursuant to Clause 12.

29. ANNULMENT OF AWARD

Failure of the successful Bidder to comply with the requirement of Clause 28 shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security in which event the Purchaser may make the award to any other Bidder at the discretion of the Purchaser or call for new bids.

The bid security may be forfeited, if a bidder withdraws his bid during the period of bid Validity.

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.

b . If any bidder, having been notified of the acceptance of its bid to 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.

In all the above cases (a, b) 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.

30. While all other conditions specified in the Bid Documents are critical and are to be complied, special attention of Bidder is invited to the following Clauses of the Bid Documents. Non-compliance of any one of which will result in disqualification of the Bid.

(i) Clause 15.1 of Section II – The bids will be recorded unopened, if covers are not properly sealed with ‘PERSONAL SEAL’ of the Bidder.

(ii) Clauses 12.1, 12.3 & 13.1 of Section II – The bids will be rejected at the opening stage if bid security is not submitted as per Clauses 12.1 & 12.3 & bid validity is less than the period prescribed in Clause 13.1 mentioned above.

(iii) Clause 2 & 10 of Section II – If the eligibility condition as per Clause 2 of Section II is not met with and/or documents prescribed to establish the eligibility as per Clause 10 of Section II are not enclosed, the bids will be rejected without further evaluation.

(iv) Clause 11.2 of Section II: If clause by clause compliance and deviation statements as prescribed are not given, the bid will be rejected at the stage of Primary Evaluation. In case of no deviations, a statement to that effect must be given.

(v)Section VIII - Price Schedule: Prices are not filled in as prescribed in price schedule.

(vi)Section II Clause 9.5 on discount.

“Discount, if any, offered by the bidder shall not be considered unless specifically indicated in the price schedule. Bidders desiring to offer discount shall therefore modify their offer suitably while quoting and shall quote clearly net price taking all such factors like Discount, free supply etc. into account”.

31. Before outright rejection of the bid by Bid Opening Team for non compliance of any of the provisions mentioned in Clause 30(I), 30(ii) of Section II and Clause 2 of Section IV though, the bidder company is given opportunity to explain their position, however if the person representing the company is not satisfied with the decision of the bid opening team, he /they can submit the representation to bid opening team immediately but in no case after closing of the tender process with full justification quoting specifically the violation of tender conditions if any.

Bid opening team will not return the bids submitted by the bidders on the date of tender opening even if it is liable for rejection and will preserve the bids in sealed cover as submitted by taking signatures of some of the desires representatives of the participating bidder/ companies present on the occasion.

The in charge of the bid opening team will mention the number of bids with name of company found unsuitable for further processing on the date of tender opening and number of representations received in bid opening minutes and if the bid opening team is satisfied with the arguments of the bidder/ company mentioned in their representation and feel that there is a prima-facie fact for consideration, the in charge of the bid opening team will submit the case for review to competent authority as early as possible preferably on the next working day and decision to this effect should be communicated to the bidder company with in a week positively. Bids found liable for rejection and kept preserved on the date of tender opening will be returned to the bidders after issue of PO against the instant tender.

If the reviewing officer finds it fit to open the bid of the petitioner, this should be done by giving three (working) days notice to all the participating bidders to give opportunity to desirous participants to be present on the occasion.

32. Purchaser reserves the right to disqualify the contractor for a suitable period who habitually failed to supply the material in time. Further, the contractors whose materials /software /services rendered do not conform with the specifications may also be disqualified for a suitable period as decided by the purchaser.

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

34. The bidder should give a certificate that none of his/her near relative is working in the units as defined below where he is going to apply for the tender (Performa given in Section XI). In case of proprietorship firm certificate will be given by the proprietor. For partnership firm 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 and sister's husband (brother in law).

SECTION III

GENERAL (COMMERCIAL) CONDITIONS OF CONTRACT

1. APPLICATION

The general conditions shall apply in contracts made by the Purchaser for the procurement of Goods

2. STANDARDS

The Goods supplied under this contract shall conform to the standards prescribed in the Technical Specifications, mentioned in Section VI.

3. PATENT RIGHTS

The contractor shall indemnify the Purchaser against all third-party claims of infringement of patent, trade-mark or industrial design rights arising from use of the goods or any party thereof in Indian Telecom Network.

4. PERFORMANCE SECURITY

4.1 All Contractors (including Small scale units who are registered with National Small Scale Industries Corporation under single point registration scheme) shall furnish Performance Security to the purchaser for an amount equal to 10% of the value of the workorder within 7 (seven) days.

4.2 The proceeds of the Performance Security shall be payable to the purchaser as compensation for any loss resulting from the contractor's failure to complete its obligations under the contract.

4.3 The performance Security Bond shall be in the form of a Bank Guarantee issued by a Scheduled Bank and in the form provided in the Bid Document, Section IX.

4.4 The Performance Security Bond will be discharged by the Purchaser after completion of the Contractors performance obligations, including any Warranty obligations, under the contract.

5. INSPECTIONS AND TESTS

5.1 The Purchaser or his representative shall have the right to inspect and get test the goods as per prescribed test for their conformity to the specifications where the Purchaser decides to conduct such tests.

5.2 Should any inspected or tested goods fail to conform to the Specifications the Purchaser may reject them and the Contractor shall either replace the rejected goods or make all alterations necessary to meet Specification requirements free of cost to the Purchaser.

5.3 If any material or any part thereof, before it is taken over under Clause 5.5, is found defective or fails to fulfill the requirements of the contract, the inspector shall give the Contractor notice setting forth details of such defects or failure and the Contractor shall make the defective equipment good, or alter the same to make it comply with the requirements of the contract forthwith and in any case within a period not exceeding three months of the initial report. These replacements shall be made by the Contractor free of all charges at site. Should it fail to do so within this time, the Purchaser reserves the discretion to reject and replace at the cost of Contractor 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 Contractor.

5.4 Nothing in Clause 5 shall, in any way, release the Contractor from any Warranty or other obligations under this contract.

5.5 Failure to replace the defective goods in reasonable time will make lead to cancellation of contract, apart from forfeiture of PBG. Purchaser has every right to cancel the Contract apart from forfeiting PBG in case goods supplied are not as per the Technical Specification.

6. COMPLETION

6.1 Completion of the works/services shall be made by the Contractor in accordance with the terms specified by the Purchaser in its Schedule of Requirements and special conditions of contract and the goods shall remain at the risk of the Contractor **until** completion has been completed. **The completion of**

the goods/works/services shall be to the ultimate consignees as per the work order raised by NE-1 units. The actual quantities will be given consignee wise in the P.O.

6.2 The scanning of CAFs should start within 2 weeks from the date of issue of work order simultaneously at all the SSA headquarters(ie Shillong,Aizwal,Agartala) and all CAFs are to be completed within 100 days from date of receipt of work order . it means that he shall create infrastructure & arrange manpower for carrying out scanning ,data entry and porting@ 6000 CAFs per day (minimum) inclusive of work at all SSA head quarters . (Tripura 3000 CAFs /day,1500 CAFs/day for each of the other two SSAs)

7. WARRANTY

7.1 The contractor shall warrant that the items to be supplied shall be new and free from all defects and faults in material used, workmanship and manufacture and shall be of the highest grade and consistent with the established and generally accepted standard for materials of the type ordered and shall perform in full conformity with the specification. The contractor shall be responsible for any defects that may develop under the condition provided by the contract and under proper use, arising from faulty material, design or workmanship such as corrosion of the equipment, inadequate quantity of material to meet equipment requirements, inadequate contact protection, deficiencies in the circuit design and/or otherwise and 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 work are faulty. This warranty shall survive inspection or payment for, acceptance of goods, but shall expire except in respect of complaints notified prior to such date; 12 months after the items have been taken under clause 5.5 above.

7.2 If it becomes necessary for the contractor to replace or renew any defective portion(s) of the equipment under this clause, the provision of clause 10.1 shall apply to the portion(s) of the equipment so replaced or renewed or until the end of the above mentioned period of twelve months, whichever may be later. If any defect is not remedied by the contractor within a reasonable time, the purchaser may proceed to get the defects remedied from other contractor etc at the contractor risk and expenses etc but without prejudice to any other rights which the purchaser may have against the contractor in respect of such defects.

7.3 Replacement under warranty Clause shall be made by the contractor free of all charges at site including freight, insurance and other incidental charges.

7.4 Staff Training :-

The Vendor also need to provide the training to BSNL staff on the ongoing scanning process ,software and hardware and the application to take up them selves future scanning of CAFs.

In each SSA Hq 6nos of BSNL staff are to be imparted training free of cost so that they take up the future scanning Job (Retrieval of scanned data as per indexes, Report generation scanning, datentry , matching , & porting)

Training period :Vendor is supposed to cover all topics and provide training in reasonable period of 7 days to 10 days in each SSA HQ(Meghalaya,Mizoram,Tripura)

Training Cost: No training Cost at SSA HQ. will be admissible along with training material Cost ,if any.

8. PAYMENT TERMS

1. The bill for payment against this contract shall be admitted only after submission of the required documents (as mentioned below) against each work Order. No advance of any kind will be paid by Purchaser.
2. **100 % PAYMENT** of the work done (full work order) .in this case of partial completion (ie 75 % completion of workorder) only 60% payment will be made and remaining 40 % on satisfactory completion of entire Job. as given in the work Order

Bills will be admitted on production of the following documents:

- A) Bill in triplicate.
- B) Advanced stamp receipt.
- C) Receipts duly signed by the individual consignee of the respective destination, acknowledging the receipt of the prescribed quality & quantity of material in good condition.
- D) **The payment will be made by AO(Cash) 0/0 CGMT Telecom Circle subject to certified satisfactory completion by DGM(CMTS) OP NE-1 Circle Office,Shillong, based on the CAFs scanned and invoice generated at DMS application(web based) server at circle .**

In those cases, where such shortages/damages are intimated to the contractor in writing, the contractor shall extend the Bank Guarantee without fail for a suitable period at the request of purchaser in writing. Failure to do so shall result in forfeiture of Bank Guarantee. The Bank Guarantee will be released only after the cases are settled in accordance with the provisions available in the Bid Document/WorkOrder. It is the responsibility of the Contractor to obtain the acknowledgments from the consignees on completion of goods towards satisfactory receipt of goods both for quality and quantity.

3. In case of delayed supplies, increase in taxes and other statutory duties/levies after the expiry of the completion date shall be to the contractor's account. However, benefit of any decrease in these taxes/duties shall be passed on to the Purchaser.
4. No payment shall be made for goods rejected at consignee's end on inspection
5. The Income tax will be deducted from the bill amount due as per the standing rules in vogue..

9.PRICES

9.1

- (i) Prices charged by the contractor for Job & services delivered and services performed under the contract shall not be higher than the prices quoted by the contractor in his bid.

The basic unit price of the work (service), **Sales Tax and Service Tax** payable by the successful bidder, shall be quoted separately item wise.

- (ii)
 - (a) Prices will be fixed at the time of issue of work order as per taxes and statutory duties applicable at that time.
 - (b) In case of reduction of taxes and other statutory duties during the scheduled completion period, purchaser shall take the benefit of decrease in this taxes/duties for the supplies made from the date of enactment of revised duties/taxes.
 - (c) In case of increase in duties/ taxes during the scheduled completion period, the purchaser shall revise the prices as per the new taxes/duties for the supplies to be made during the remaining completion period as per terms and conditions of the work order.
- (iii) Any increase in taxes and other statutory duties/levies after the expiry of the scheduled completion date shall be to the contractor's account. However benefit of any decrease in these taxes/duties shall be passed on to the Purchaser by the Contractor .

- (iv) Prices quoted in the Price bid should be inclusive of all taxes, packing, transportation, etc.

10.CHANGES IN PURCHASE/WORK ORDER

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

- (a) Drawings, designs or specifications, where Goods to be supplied under the Contract are to be specifically manufactured for the Purchaser.
- (b) The method of transportation or packing.
- (c) The place of completion or
- (d) The services to be provided by the Contractor.
- (e) Paying authority

10.2 If any such change causes an increase or decrease in the cost of, or the time required for the execution of the contract an equitable adjustment shall be made in the contract price or completion schedule, or both, and the contract shall accordingly be amended. Any proposal by the Contractor for adjustment under this Clause must be made within thirty days from the date of receipt of the change in order.

11. SUBCONTRACTS

Sub-contracting under this tender is not permitted except of supply of materials .

However such sub contracting for supplies shall not relieve the successful bidder from any liability or obligation under the contract.

12. DELAYS IN THE CONTRACTORS PERFORMANCE

12.1 Completion of the goods and performance of services shall be made by the Contractor in accordance with the time schedule specified by the Purchaser in its Work Order. In case the supply is not completed in the stipulated completion period, as indicated in the Work Order, Purchaser reserves the right either to **short close/cancel this Work Order and/or recover** Liquidated damage charges. The cancellation/short closing of the order shall be at the risk and responsibility of the Contractor and Purchaser reserves the right to work balance unsupplied item at the risk and cost of the defaulting vendors.

12.2 Delay by the Contractor in the performance and completion of his obligations shall render the Contractor liable to any or all of the following sanctions : forfeiture of its performance security, imposition of liquidated damages and/or termination of the contract for default.

12.3 **A.** If at any time, during performance of the contract, the Contractor encounter conditions impeding timely complete of the goods and performance of service, the Contractor shall promptly notify to the Purchaser before expiry of delivery period in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Contractor's notice, the Purchaser shall evaluate the situation and may at its

discretion extend the period for performance of the contract. (by not more than 10 weeks) subject to furnishing of additional performance security by the contractor @ 5%of the total value of the workorder.

B. Each case of completion extension will be examined a fresh vis-à-vis the prevailing market prices.

C. The vendor has to submit their request for extension along with the required additional BG at least **one week** before the expiry of completion period . The decision regarding extension shall be communicated within **one week** of the receipt of the request. At the time of obtaining extension in completion period additional performance security @ 10% of the contract value will be taken for the turnkey contracts/ package supplies. For bulk supply contracts the additional performance security will be 10% of

the values of the remaining quantity yet to be supplied at the time of seeking extension by the vendor.

D. The Extension of the completion period against the WorkOrder(s), if any, should be granted subject to the condition that the Purchaser shall have absolute right to revise the price (s) and also to levy penalty for the delayed supplies.

- 12.4 If the supplies are not completed in the extended completion period, the work order shall be short – closed and both the performance securities shall be forfeited.

13. LIQUIDATED DAMAGES

13.1 The date of completion of the work stipulated in acceptance of the tender should be deemed to be the essence of the contract and work must be completed not later than the dates specified therein. Extension will not be given except in exceptional circumstances. Should, however, work completion be made after expiry of the contracted completion period, without prior concurrence of the Purchaser (BSNL) , and be accepted by the circle nodal officer , such completion will not deprive the Purchaser of its right to recover liquidated damages under Clause 13.2 below. However, when work is completed within 15 days from the last date of the contracted original **completion period as per work order issued**, the consignee may accept the work and in such cases the provision of clause 13.2 will not apply.

13.2 Should the contractor fail to complete the work or assignment thereof within the period prescribed for completion **in work order plus additional 15 days grace period as noted in 13.1**, The recovery will be as follows depending on delay period

Delay	Ld deduction
0-15 days (grace period)	- NIL
15-30 days	5 % per week
30-64 days	10 % per week
65-79 days	15% per week

Quantum of Liquidated Damages assessed and levied by the purchaser shall be final and not challengeable by the contractor. .

14. FORCE MAJEURE

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

14.2 Provided also that if the contract is terminated under this clause, the purchaser shall be at liberty to take over from the contractor at a price to be fixed by the purchaser, which shall be final, all unused, undamaged and acceptable materials, bought out components and work in course of manufacture which may be in possession of the contractor at the time of such

termination or such portion thereof as the purchaser may deem fit except such materials, bought out components and work as the contractor may with the concurrence of the purchaser elect to retain.

15. TERMINATION FOR DEFAULT

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

(b) If the contractor fails to deliver any or all of the goods within the time period(s) specified in the contract, or any extension thereof granted by the purchaser pursuant to clause 12 :

(c) If the contractor fails to perform any other obligation(s) under the contract; and

(d) If the contractor, in either of the above circumstances does not remedy his failure within a period of **15 days** (or such longer periods the purchaser may authorize in writing) after receipt of the default notice from the purchaser.

15.2 In the event the purchaser terminates the contract in whole or in part pursuant to Para 18 the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods & similar to those undelivered and the contractor shall be liable to the purchaser for any excess cost for such similar goods. However, the contractor shall continue the performance of the contract to the extent not terminated.

16. TERMINATION FOR INSOLVENCY

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

17. ARBITRATION

17.1 In the event of any question, dispute or difference arising under this agreement or in connection therewith (except as to the matters, the decision of which is specifically provided under this agreement), the same shall be referred to sole arbitration of the CGMT, BSNL or in case his designation is changed or his office is abolished, then in such case to the sole arbitration of the officer for the time being entrusted (whether in addition to his own duties or otherwise) with the functions of the CGMT, BSNL or by whatever designation such an officer may be called (hereinafter referred to as the said officer) and if the CGMT or the said officer is unable or unwilling to act as such, then to the sole arbitrator or some other person appointed by the CGMT, or the said officer. The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act, 1996. There will be no objection to any such appointment that the arbitrator is a govt. servant or that he has to deal with the matter to which the agreement relates or that in the course of his duties as a Govt. Servant he has expressed his views on all or any of the matters in dispute. The award of the arbitrator shall be final and binding on both the parties to the agreement. In the event of such an arbitrator to whom the matter is originally referred, being transferred or vacating his office or being unable to act for any reason whatsoever, the CGMT, BSNL 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 frame for making and publishing the award. Subject to the aforesaid, Arbitration and Conciliation Act, 1996 and the rules made thereunder, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this Clause.

17.3 The Venue of the arbitration proceeding shall be the office of CGMT, BSNL at **Shillong** 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 Purchaser or the BSNL or any other person or persons contracting through the BSNL and set off the same against any claim of the Purchaser 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 Purchaser or BSNL or such other person or persons contracting through BSNL.

19.The bidders, who are given WorkOrders, must give the details of the supplies made against all the workorders to the Purchaser and the concerned Marketing Section.

20.The bidder should furnish the name of his collaborator (if applicable), brand name, model No., and type of the products offered in this tender. The technical literatures of these products should also be submitted. No change in either technology or product shall be permitted after opening the bids.

21.FALL CLAUSE:

21.1 The Prices once fixed will remain valid during the scheduled completion period
Further, if at any time during the contract
(a) It comes to the notice of the purchaser regarding reduction of price for the same or similar equipment/Service;

and/or

(b) the prices received in a new tender for the same or similar goods/service are less than the prices chargeable under the contract ,the purchaser cn reduce prices , for the such as quantity, geographical locations etc, and the date of its effect for the balance quantity/service to the vendor. In case the vendor does not accept the new price to be made applicable during the extended completion period and date of its effect, the purchaser shall have the right to terminate the contract without accepting any further supplies. This termination of the contract shall be at the risk and the responsibility of the contractor and the purchaser reserves the rights to work the balance unsupplied quantity/ service at the risk and the cost of the defaulting ,vendor besides considering the forfeiture of his performance security.

21.2 (a) The vendor while applying for extension of time for completion of the goods / services, if any shall have to provide an undertaking as "we have not reduced the sale price, and/or offered to sell the same or similar equipment/ service to any person/organization including department of Central/State Government or any Central/state PSU at a price lower than the price chargeable under the contract scheduled completion period".
(b) In case undertaking as in clause 21.2 (a) is not applicable, the vendor will give the details of prices, the name(s) of purchaser, quantity etc to the purchaser, while applying extension of completion period.

22. COURT JURISDICTION:

(i) Any dispute arising out of the tender/bid document/evaluation of bids/issue of POs shall be subject to the jurisdiction of the competent court at the place from where the NIT/ tender has been issued.
(ii) Where a contractor has not agreed to arbitration, the dispute/claims, arising out of the contract /PO entered with him shall be subject to the jurisdiction of the competent Court at the place from where Contract/PO has been issued.
Accordingly, a stipulation shall be made in the contract as under.

This Contract /PO is subject to the jurisdiction of Court at SHILLONG only.

SECTION IV

SPECIAL CONDITIONS OF CONTRACT

1. The special conditions of contract shall supplement the “Instructions to the Bidders” as contained in Section II and “General (Commercial) Conditions of the Contract” as contained in Section III and wherever there is a conflict, the provisions herein shall prevail over those in Section II and Section III.
2. The bid security (EMD) or NSIC certificate for claiming exemption from submission of bid security, as prescribed in Clauses 12.1 & 12.3 of Section II of the bid document, shall be submitted along with the Technical bids.
3. The small-scale industries registered with National Small Scale Industries Corporation (NSIC) for the tendered item under single point registration scheme and desirous of claiming concessions available to such units inclusive of bid security should submit their latest NSIC Certificates and documents in respect of their monetary limit and financial capability duly certified by NSIC.
4. *Experience :- Proper proof of successful execution of Commercial orders of similar nature .(Copy of performance Certificates only to be submitted). Mere submission of work order copies will not be considered.*
(Documentary evidence to be established ,that the bidder is eligible to bid and is qualified to perform the contract if his bid is accepted)
5. The number of technically and commercially responsive tenderers for the purpose of ordering against this tender is 1 (one) only. The bidder shall quote for supplying full tendered quantity. Offers for lesser quantity may be ignored.
6. **The items/works are to be delivered/executed as per the work order given by the SSA or by Circle Office.**
7. The payment for the materials supplied will be made by the paying authority mentioned in the detailed work order. It may be noted that the requirement shown in schedule of requirement is total expected approximate requirement. The quantity either will increase or decrease depending on the circumstances.
8. **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.**
9. **Vendor has to make the necessary flow code & implementation in DMS application for CAF verification process as specified by DOT Guidelines DOT letter No: (11-34/2006-VI (Pt-1) dated 30.09.2009 andt by BSNL vide MOB 27/CAF-2009/28 dated 14.10.2009. There should be facility for TERM CELL (DOT) or such other agencies as may specified by BSNL to access the scanned CAFs or verified CAFs with separate user name & Password and suitable viewing rights management.**
10. **The web based DMS application should have open interfaces for later integration with BSNL secured media cloud (GSM WAN or MPBN or MPLS)**

- 11. The DMS application will allow the porting of additional document set (including document set result of verification) under separate heading for all Customer accounts if need be.**
- 12. The verification as per TERM Guidelines for all existing customers needs to be done, the reverification of CAF will be done by BSNL authorized staff, the DMS application should have separate module for reverification which will log the reverification and facilitate a new set of CAF or other documents scanned and uploaded in system as result of reverification.**
- 13. The tendering authority will depute his officers ,if required ,to asses the credibility and trustworthiness of bidders before evaluation of tender.The tendering authority may call for original documents for verification during the evaluation of technical bid.**
- 14. The vendor should be ready to implement any modifications to work under execution by any Govt Authority /regulation/BSNL CO instructions till the currency of project and /or extended scope of work without any cost /time over run.**

SECTION – V
SCHEDULE OF REQUIREMENT

Pre scanning requirements :

1. Supply and Installation of Operating system & database server application. For 4 cpu server.

2. Development of customized Document Management system(DMS)(web based) as specified by BSNL in this tender document. (there should not be any user based license restrictions on DMS(document Management application ,web based) given by vendor) The web based DMS application should have open interface for later integration with BSNL secured media cloud (GSM WAN or MPBN Or MPLS)

- There should be facility for TERM Cell(DOT) or such other agencies as may be specified by BSNL to access the scanned CAFs or verified CAFs with separate user name & password and suitable viewing rights management
- The DMS Application will Allow the porting of additional document set (including document set as result of reverification) under separate heading for all customer accounts if need be.
- The reverification as per TERM Guidelines for existing Customer needs to be done ,the reverification of CAF will be done by BSNL authorized staff ,the DMS Application should have separate module for reverification which will log the reverification like update of particular field to set as on reverification and add a new set of CAF or other Documents scanned and uploaded in system as result of reverification.
- No time will be given the vendor to develop the software. The vendor are expected to be well experienced, having software and other skills to perform the project.

3. Putting Scanning station(PC along with scanners etc) & Manpower deployment in All SSA Hqtrs.

4. Arrangement for data entry, data porting ,& server backups

5. **Supply of corrugated paper box of 7 ply ,as per specifications need to be supplied by vendor as per requirement and also safe keeping CAFs (750 nos /Box) and finally safe keeping these boxes in storage racks**

6. **Supply of Iron Racks & storage Boxes for CAF s storing Purpose.**

Quantum/Volume of scanning work:

Total Volume of documents: 7lakh CAFs

(The documents which are to be scanned are located in our premises/offices at Meghalaya, Mizoram & Tripura. The vendor has to make suitable arrangement for movement of their infrastructure & staff for completing this job) at the respective sites.

Supply of corrugated paper box of 7 ply ,as per specifications need to be supplied by vendor as per requirement and also safe keeping CAFs (750 nos /Box) and finally safe keeping these boxes in storage racks.

Maximum of pages: 42 lakh pages of Size: A4/legal to any smaller size in grey Scale , resolution 75 dpi, image format :Tiff

Variation +/-25 %

Tentative completion time: 100 days for 7 lakh CAF's (ie @rate of 7000 CAF's/day in NE-1 circle)

(Tripura 3000 CAFs /day,1500 CAFs/day for each of the other two SSAs)

Please note that all CAFs The fields to be indexed are in combination of handwritten and printed format. and the position of the index field may not be consistent for all the documents.

The scope of the work clearly explains, till the project is completed in all respects the machinery need to be deployed where ever is required.

Here “scanning work “ means total work as per work specifications given in this document.

(7 lakh CAFs approximate distribution=

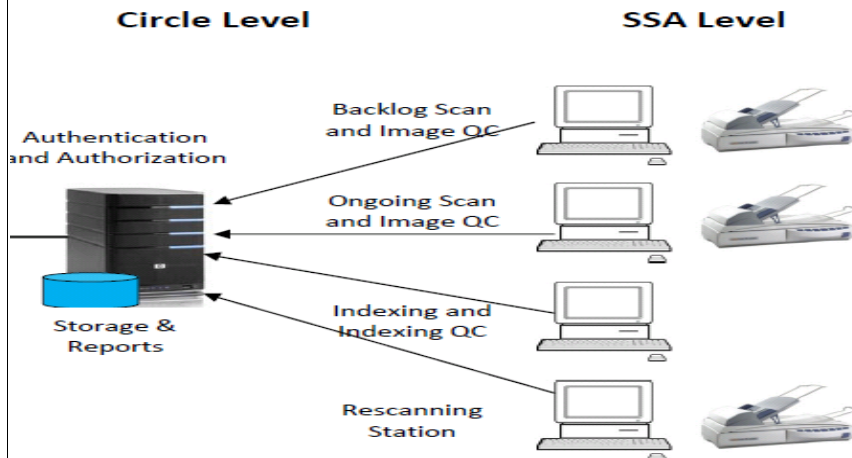
Meghalya 2.5 lakh,Mizoram 1.5 lakh,Tripura 3.5 lakh)

After scanning ,the DMS application developed & scanned document and arrangement made in this regard will be property of BSNL(except scanning stations),contractor has to sign non disclosure agreement for data security & confidentiality as prescribed by BSNL.The vendor will be needed to give the source code of DMS application.All the software required during the project execution and to retrieve the data /CAF in future need to be made over to BSNL.

SECTION – VI
TECHNICAL SPECIFICATION

Scope of work :-

There will be single central server. This server hardware will be provided by BSNL and the same will support installation of OS Windows /Unix/linux/etc . as well as other OS.



1. The OS (CPU licenses-4 nos) on this server is to be supplied and installed by vendor.
2. The server will be accessed by all SSAs on circle LAN ,the vendor needs to develop the application for scanning ,storage ,indexing the CAFs ,rescan etc. and also arrange for the Data entry and matching and joining with database (record matching with table) supplied from the CMTS data base and also to make application/utility for porting the scanned images etc. from SSA to central location .
3. 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.
(there should not be any user based license restrictions on DMS(document Management application,web based) given by vendor)
4. The bidder needs to arrange the scanned documents in corrugated paper box of 7 ply(each box to accommodate 750 Nos of CAFs and needs to arrange labeling of Storage box and arranging in the storage Racks as per numbering scheme.
(supply of corrugated paper box of 7 ply ,as per specifications need to be supplied by vendor as per requirement)

At all SSAs the vendor has to arrange for scanning station (PC along with scanners etc.) at their cost(No hardware supply envisaged in this tender .All PCs and other hardware brought for scanning purpose will be taken back by vendor)

Circle level:DGM(OP) CMTS or a officer appointed by him , who shall be responsible for getting all the CAF s scanned is termed as **Circle_CAF_owner** . The Circle CAF owner will coordinate with the SSA CAF owner and will keep track of daily completion of CAF scans, and data ported to server , he will be responsible for arranging payments based on successful CAFs ported to central server and also periodical backs up (weekly should be taken) which will be arranged by contactor during scanning on going phase and until it is completed .

For every SSAs at respective SSA Headquarters ,there will be a nodal officer called **SSA_CAF_Owner who shall be reporting to** circle level: (DGM(OP) CMTS , who shall be responsible for getting all the CAF s scanned of the SSA .

All SSAs will be giving list & details of **SSA_CAF_Owner (who will be responsible for all co-ordination within SSA) and SSA CAF owner will give the list of entire PO_CAF_Owners** and CAFs available under each **PO_CAF_owner** ,

PO_CAF_Owner : PO_CAF stands for Point Of CAF. Each point where CAF exists should have an owner defined who shall be responsible for getting the CAF scanned within his jurisdiction)

All PO_CAF_Owner will make over their CAFs to SSA_CAF_Owner in lots of 750 nos for Scanning (The scanning will be done at SSA HQ only)

Each CAF typically will be having 4-6 pages (2-4 pages of application , 1page of Id proof and 1 page of address proof)

- This software will run centrally on the server provided by circle. The invoice payment shall be done from the reports generated from this software.
- The payment will be done centrally by the CMTS(OP) unit of the Circle.
SSA_CAF_owner certification on bills is prerequisite.
- The bidder has to bring his own PCs and scanners for scanning, validating, quality check and uploading of the scanned data.
- The vendor is required to develop the application and will be needing to demonstrate during Tender evaluation committee meeting for technical evaluation.
- After scanning of sufficient CAF's , Circle CMTS cell shall get the data of all working connections from the Zonal B&CCS and generate report for the missing

CAF's. The software developed by the vendor should have the capability to generate mismatch report and display the data of missing CAF's, SSA wise.

- The master data should be created properly in the central server. The master data of the dealer/distributor/franchise network should be created at micro level. Each point in the circle where CAF's are received should have unique ID. Let this point be defined as **Point Of CAF (PO_CAF). Each point where DSA/ dealers/ franchise are submitting the CAF should also have unique ID, and should be separate from the ID where BSNL is receiving the form.** The scanning will be done at one point in an SSA/ Area. The computers required for scanning, verification, data uploading etc shall be provided by vendor. The space and furniture for keeping the scanner, PCs will be provided by BSNL. The power for the PCs, scanner etc shall also be provided to vendor free of cost. The scanner will also be provided by the vendor. BSNL shall provide the network/wiring/hub to connect the central server and the scanning stations. The environment should be air conditioned so that the data can be protected.

A separate room shall be provided to vendor, with lock and key arrangement. The vendor shall get his lock and key. During the entire project, the arrangements shall be made so that if required, the vendor can work on 24 x 7 basis. About 6000 forms shall be scanned in one day. The SSA/Area should finish the entire scanning work in 100 working days. The vendor has to plan accordingly, provided, the vendor should always have pending LOT with him for scanning. The pending LOT shall be visible in the software. If on any day, there is no pending LOT, that day shall not be counted for vendor .

Once scanning of each lot is completed they are to be stored by vendor as mentioned below

All the CAFs Shall be finally stored at the SSA HQ. 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 board of 7 ply. The numbering scheme on the boxes shall be provided by BSNL. The numbering nomenclature is as per Annexure-1.

Annexure – 1

The circle code , SSA code or Area code will be supplied by BSNL

NE-1 circle ,circle code =NE1 and Meghalaya,Mizoram,Tripura SSA are having SSA codes 1501,1502,1503 respectively.BSNL will also define Area code if it is needed.

Circle Code - 2 or 3 Characters, as defined in the code list.

SSA Code/Area Code - 4 Characters as defined in code list. Rack Number - 4 numeric, 001 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 - 4 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 ; Date on which box completed - date, dd-mmm-yy, ex 15-Aug-09

This box can store about 750 CAF. 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 ,place the box at appropriate position on rack and hand over this to the SSA_CAF_Owner. . 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. This box number should also be entered in the data to be entered with each form. This box will then be handed over to SSA_CAF_Owner, The place where Racks are placed shall be a secure place, and should be made termite free by SSA civil wing.

Steel Racks of size **96''X 36''X 15''** can be used for keeping these boxes for Easy Retrieval of Records. In one line 4 boxes can be kept, and total of five shelves can be there in one rack. Hence in one rack 20 boxes can be accommodated. The numbering system of the rack should also be defined in the software. This numbering should come from the rack master. **The cost of each such steel rack to be quoted by Vendor will be of following specifications:-**

SPECIFICATION OF FILE RACKS: Steel racks 96''X 36''X 15'' with angle irons,96'' height with five(5) adjustable shelves with the help of 6 nos of plates(each of 2''size(plate height) of 18 guage with shelf height 15'' separation by plates.

steel sheet, with corner plates completely fitted with bolts and nuts.Colours may be Grey/Green colour specified by the department.The cost of rack inclusive of transport & taxes to be quoted keeping the average cost of transport & TAXES ETC. for Meghalaya,Mizoram & Tripura INVIEW .The number of racks will be ordered based on the proposed scanning work in SSAs. The cost quoted should include the work of rack assembling and installation at site as per request of BSNL.

Guidelines for Managing Customer Application Form (CAF) for GSM Connections .

Ownership Definitions:-

Circle_CAF_Owner : The person shall be from the CMTS (OP) cell. He shall be responsible for getting the CAF scanned for the entire circle. The invoice payment shall be the responsibility of this person. Backup of the complete

data shall be the responsibility of Circle_CAF_Owner. Backup to be taken on weekly basis. The name, contact number of the person at the circle level, with whom the vendor has to co-ordinate shall be entered in the software. **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. He is also for certifying the work quality ,quantity & timelines of vendor at SSA level.

POCAF_Owner : POCAF stands for Point Of CAF. Each point where CAF exist should have an owner defined who shall be responsible for 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 other 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 forms completed 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, plan for more number of ID.

SSA_QC_Owner: The person will be responsible for checking Quality of 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.

The vendor is free to upload the data of a LOT/CAF in the server at any stage, as required by the workflow.

Defining Master Data in software

The following masters shall be defined in the software. Circle Master . SSA Master , SDCA Master and **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.

1. Box master: The Box number, mapped with SSA shall be entered.
2. 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
3. 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.

The Ownerships shall also be part of master data.

The linking of master data with one another should be made wherever possible to have best data integrity.

Scanning workflow and methodology:-

The work flow is attached as **Annexure-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.**

Whenever the owner of POCAF is ready with 750 CAFs for scanning, The vendor based on the information received from owner of POCAF shall log in the software and initiate a new 'LOT' in the software. The Software operator 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 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.

A typical work flow will be that The POCAF at all levels shall make LOTS.

The CAFs will be given in random (may not be in any sequence) ,it is the vendor to do sorting in the database of scanned images based on data entry fields ,the software should be able to sort the data indexed based on any of the desired field in database .

Once the LOT is received from PO_CAF_owner & ready with SSA_CAF_Owner, it should be handed over to vendor and after that it shall be shown as pending for scanning

All the LOTs should be handed over to the SSA_CAF_Owner(after completion of work and placing them in appropriate Box ,placing them in Rack) with proper signature by the person appointed as nodal officer for every site from vendor side . This should be also reflected in the software.

The responsibility of taking all CAF to SSA_CAF_Owner will be that of BSNL. The Vendor shall scan the LOT, and check the quality of the image. **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 be scanned along with Photo ID and address proof ,Guarantors certificate (in case of prepaid application)

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.

Date is very important. The date that shall be entered in the data shall be (priority wise)

- Date of activation, mostly available for post paid.
- 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.
- If the above two dates are not available, then any reasonable date available on the CAF can be entered.-->Date of Activation or level 2 entry date
- If any of the above three dates are not available, the SSA_CAF_Owner can decide any suitable date, as per the available bundle, as per SIM number or whatever criteria possible . Attempt should be made not to stop the scanning process, because of this .

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.

Whenever data is retrieved, the date selection criterion should also be taken, so that proper information is conveyed.

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 ,the data entry shall be of the following fields .

- Mobile number -- (To be entered by vendor, or one by one from the LOT)
- Date (as above, any one date) -- (To be entered by vendor) Which date type was chosen (Example activation, SIM sale date etc) -- (To be entered by vendor)
- Account number (i f available) -- (To be taken from billing dump)
- Last name -- (To be taken from billing dump)
- First name -- (To be taken from billing dump)
- Addresss data to be brought from Billing database based on matching.
- Post Paid/prepaid -- (To be taken from billing dump)
- IMSI to be brought from Billing data base /HLR and **vendor need to give the tool for Updation by BSNL**
- POCAF_Owner_ID -- (To be taken care by software at the time of start of the scanning of the LOT)
- Franchise/dealer/distributer/ CSC ID -- (To be taken only from the List of values)
- Date on which this record is entered
- Login id of the person doing scan/entry
- Corrugated box number where the CAF will be physically stored
- Rack Number
- Box number
- Serial no of CAF inside the Box.
- Total number of pages scanned (default 3)
- Identity proof, list of values to be displayed, for example passport, voter card
- Residence proof, list of values to be displayed, for example telephone bill.
- The POCAF ID should automatically come in the data. If the POCAF is non BSNL, then the dealer/distributer/agent code should also be entered from the master data. This data has to be selected from the LOV(list of values /drop down menu)) only. This data meant for indexing shall be the responsibility of vendor.

The vendor will check the quality and will upload the images in the main central server

The approximate size of the main form and two supporting documents shall be 500 Kb.

The complete LOT of 750 when scanned, data entered and data ported to the central server then only vendor is eligible for payment in the next month after due certification by SSA_CAF owner.

The SSA_CAF_Owner will make sample checks of 15 numbers(at random) in each LOT and should certify in the software that sample check has been done.

In all, the software should be able to monitor the number of CAF scanned at any time and generate reports like :-

1. The No. of scanned CAFs
2. The No. of scanned CAFs + Data entry completed
3. The No. cases only data entry done
4. The No. of case completed in all respect including data porting in central server.
5. Lots made over by respective SSA CAF owners for scanning .
6. Application rejected by vendor (Only CAFs complete in all respect need to be made over to vendor by SSA_CAF_OWNER after checking that it should have properly filled application along with photo graph with photo ID, and address Id ,addresse proof verification and Guarantor certificate in case of prepaid or any other document specified by BSNL.

All report, pertaining to this should be generated beside the above mentioned reports . Vendor has to generate additional reports as required. Circle CAF owner shall decide this.

The vendor has to validate the forms scanned after data entry in the software should take care of this process.

The lot number shall be entered, after which the forms and the data entered will start coming one by one. 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.

A. Software requirements or DMS (web based)

A.1. 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. A.2. **Administration Console**

A.2.1. This system shall support User Management A.2.2. Administrator shall be able to create various groups of users like A.2.2.1. 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 A.2.2.2. Master data creation for franchise/ dealer/ distributor. A.2.2.3. Scanning users, QC Users, Indexing users, Verifier etc A.2.3. This system shall support Batch Manager which displays status of each batch (as to at what level each batch is (Scan, QC, Index etc)) A.2.4. It should support Audit Trail A.2.5. It shall capture all the possible events of various phases in the product A.3.

A.3 Scanning Module :-

A.3.1. The system shall support Document as well as Batch scanning A.3.2. Scanning station should have tool bar for all Scanning related functionalities. A.3.3. 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/gray format and the rest of the documents in b/w) A.3.4. The system shall

support barcode recognition which helps in document separation as well as identification at scanning level. A.3.5. Scanning system shall also support Add/Insert Pages.

A.4. QC Module

A.4.1. The system shall display Document Name and Page (x of y) as window title for user friendliness. A.4.2. It should support Tool bar for all Image QC related functionalities like Rotate, Zoom, Page Navigation etc. A.4.3. 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. A.4.4. QC Module shall display thumbnails for all the pages of the document so that each page can be viewed by clicking on the thumbnail A.4.5. 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 A.4.6. 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 ie for re-scan etc. A.4.7. The system shall support Add/Delete/Insert Pages

A.5. ReScan Module

A.5.1. The system should display the information about the rejected documents by Image QC which are to be rescanned. A.5.2. The page numbers rejected and the reason shall be displayed. A.5.3. It should support facility to insert pages for rejected documents

A.6. Cropping Module

A.6.1. Cropping Module shall provide cropping of fields such as photographs & signatures. A.6.2. System shall support automatic as well as manual cropping.

A.7. Sectioning Module

A.7.1. Sectioning module shall provide document separation in sections like main form, Id Proof, Address Proof etc A.7.2. System shall support manual as well as automatic sectioning. A.7.3. It should also support automatic sectioning using patch codes.

A.8. Indexing Module

A.8.1. It shall have the capability of Image assisted Data Entry with zooming and zoning facility. A.8.2. 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 A.A.3. System shall highlight the data capture area while the user navigates within the fields. A.A.4. The system shall support navigation buttons to scroll through Previous page, Next Page etc

A.9. Verification Module

A.9.1. Each document shall be displayed with its respective indexes as captured by indexing operator A.9.2. The verifier shall be able to verify the data against the image and if required change it. A.9.3. System shall release the data to database after the verification process. A.9.4. It shall support double-blind verification process for maximum accuracy of the data

A.10. Beamer (Release from SSA central location at Circle Level)

A.10.1. This system shall support beaming of scanned images and its metadata at regular intervals to the centralized repository. A.10.2. All the SSAs will use beamer to send the scanned images and its metadata to the centralized repository

A.11 Scanning Reports

System shall be able to generate at least the following reports

- The No. of Successful scanned CAFs (Ported to central server and made over to SSA_CAF_owner.)
- The No. of scanned CAFs + Data entry completed
- The No. cases only data entry done
- The No. of case completed in all respect including data porting

in central server.

- Lots made over by respective SSA CAF owners for scanning .
- Application rejected by vendor
- User Performance Reports
- Daily activity report
- Audit reports
- Search tool for fetching the desired CAF/CAFs based on Various criteria's

Circle_CAF_Owner may ask for generation of more reports where ever required.

A.12. Setup Requirement at SSA and Circle Level

A.12.1. Setup at each SSA for Ongoing Scanning. A.12.2. Scanning & Rescan Module shall be installed on one common machine that is attached to the scanner and can be referred to as Scanning stations

A.12.3. Image QC and "release to the central location" shall take place on a separate machine. A.12.4. Cropping, Sectioning, Indexing, Verifying etc are the modules that shall be installed at SSA level. It shall complete the indexing QC before it commit the data in the central location.

Support center:

• The successful bidder shall organize a Support Center in each SSA head quarters for collection of Data to be scanned, Handing over of scanned data Soft & hard copies & keeping close liaison with SSA authorities.

- The bidder shall also provide the name of alternate contact person, address & telephone/FAX no, who may be contacted by the nominated officer or Nodal officer of the SSA in case of no response/poor response from the deputed Staff of the Agency.
- The bidder shall ensure that fully competent and responsible personnel are employed for this contractual work.
- The data of the subscribers for Scanning on daily basis from the Cell one Nodal officers of the respective SSAs and submit back the same in the evening.
- The bidder shall have to bear the cost of stationery, transport charges for their personnel, postal charges and all other incidental charges during the process of scanning.

The guidelines issued by BSNL Corporate Office NewDelhi (vide their letter No. 9-3/2008-IT dated 11-Feb-2009) for managing the Customer Applications Form for GSM connections. is enclosed with tender schedule and the conditions/methodology is inclusive of the tender document. The web based monitoring software has to be designed as per the guidelines mentioned in this letters. The same may please be downloaded from website link

<http://www.ne1.bsnl.co.in/mkt/dotcafreverfygudlines.pdf>

B. Scanning Station Technical Specifications

B.1. All images to be scanned at 75 dpi tiff file format. B.2. The photo/signature page also to be scanned at 75 dpi grayscale format. B.3. Scanning station should provide the Integrated with directory services for secure authentication and authorization. B.4. Scanning station should provide support for Failover, Security, Audit trails, Security and Application logging. B.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. B.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 Zonal Level. B.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. B.8. It should provide environment to integrate with traditional databases like text/flat files. B.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.

The Vendor also need to provide the training to BSNL staff on the ongoing scanning process ,software and hardware and the application to take up them selves future scanning of CAFs.

In each SSA Hq 6nos of BSNL staff are to be imparted training free of cost so that they take up the future scanning Job (Retrieval of scanned data as per indexes, Report generation scanning, datentry , matching , & porting)

Annexure – 2

Flow of Activity

1. POCAF_Owner ready with 750 CAF and makes over to SSA_CAF owner
|
2. SSA_CAF owner makes over to Vendor, Vendor Logs into the Software
|
3. Opens a new LOT, and gets a unique LOT number.
|
4. Enters 750 mobile numbers in the Software
|
5. Closes the LOT
|
6. This LOT is now ready for scan, can be viewed in the Software as pending for scanning
|
7. Now vendor will 'prepare document', De-staple, clean, paste photo (if stapled) etc, LOT wise

(Some of the documents are very old and the pages may have moisture. The vendor has to take document preparation into account and coordinate with appointed officer for hand over and take over of files.
The scanning may have to be carried out for more pages per subscriber. In some cases agency has to scan all relevant pages as requested by the nominated officers)
|
8. Vendor will also check if relevant attachment is available. If not available, give CAF back to SSA_CAF_Owner, who in turn will give it to POCAF_Owner. Software to take care of all entries.
|
9. CAF is finally scanned. Image is stored in local computer.
|
10. Image quality check in the neighbor computer. Also check for authentication of documents. (sample check by QC)
|
11. 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.
|

12. Indexing data to be entered by vendor. Data dump to be provided by B&CCS for account number.
13. Final checking of the Image file, index data, by vendor. Entry to be made in software for sending this lot to SSA_QC_Owner for check . Date should be clearly available.
14. Upload the image data in the circle server, LOT wise. Also make a backup copy of the image and index data
15. Handing over the physical LOT after completion to SSA_CAF_Owner
16. SSA_CAF_Owner, receives the LOT in the pre numbered corrugated box of standard size.
17. 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. After placing in Racks (After finishing of Scanning ,data entry & Matching with Billing database and Porting to central server.
18. Circle_CAF_Owner makes the payment on complete d LOT basis, and sends report to GM CMTS (O&M).

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SECTION VII

**PART I
BID FORM**

**Tender No. NE-1/Marketing/ Document Management & Scanning/2008-09/8006/18, DATED
09.04.2009**

To,
The Chief General Manager Telecom.,
NE-1 Circle, BSNL,
SHILLONG 793 001

Dear Sir,

1. Having examined the conditions of contract and specifications including the addenda numbers the receipt of which is hereby duly acknowledged, we, undersigned offer to supply and deliver in conformity with the said conditions of contracts and specifications for the sum shown in the schedule of prices attached here with and made part of this bid.
2. We undertake, if our Bid is accepted, to commence deliveries within two weeks of P.O. and to complete completion of all the items specified in the P.O. within 100days calculated from the date of issue of workorder by BSNL.
3. If our Bid is accepted, we will obtain the guarantees of a Schedule Bank for a sum @ 10% of the contract sum for the due performance of the Contract.
4. We agree to abide by this Bid for a period of 240 days 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 WorkOrder 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. The period of Contract shall be one year.
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, you may receive.

Dated this _____ day of _____ 2010

Name and Signature _____

In capacity of _____

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

Witness _____

Address _____

Signature:

SECTION VII
Details of Bidder Details & Technical Bid Annexure details
PART - II

Name of the Bidder :

Nature of Company: (Proprietary or Company):

Address of the Company for correspondence :
(Full postal address with door no. street name,
etc. No vague address is to be given.)

Complete Address of the Printing Press
Where the Document Management & Scanning printed :

Bidder Contact Phone No.s :

Bidder Contact Mobile No. :

Bidder Contact Person Name & Designation :

Bidder Email Address :

Bid Document signed by (Actual bidder or authorized signatory):

Documents submitted: (Tick in the bracket)

Document should superscribed as Annexure .	Document required/details	Document submitted by bidder and attached at Page Number	(Tick in the bracket)
Annexure –A:	Bid Document cost by D/draft or Purchase cash receipt from AO (cash) BSNL DD details No..... dated		
Annexure –B	E.M.D. Payment Particulars (Enclose D.D) DD details No.....dated		
Annexure –C	VAT Registration Certificate copy/Sales Tax registration Date of VAT issued:_____ Valid Till:_____.		
Annexure –D	Document supporting Successfully carried out DMS implementing and digitization project for at least 2 organizations (Govt or Corporates) anywhere in the globe. Bidder shall submit the details of its past experience and reference list of clients in India or may in abroad. In support of their meeting the above stipulated technical requirements. The Documentary evidence in support of all above should be submitted by bidders Enclosure-1: _____ year of experience. Enclosure-2: _____ Year of experience.		
Annexure –E	Experience :- Proper proof of successful execution of Commercial orders of similar nature ie atleast scanning of 1 million pages for any telecom operator ,banking ,financial institution . Is required.(Copy of performance Certificates is essential).Mere submission of work order copies will not		

Signature of the Bidder with Seal
 %CGMT, NE-1 Circle, Shillong

Signature: AGM (MKT-II)

	be considered. (Documentary evidence to be established that the bidder is eligible to bid and is qualified to perform the contract if his bid is accepted)		
Annexure –F	Document Supporting that the bidder(s) are financially sound. The financial turnover of the bidders(s) during last three financial years should be at least Rs.2.0 crores(Every year).Audited balance sheet need to be submitted .or VAT certification .		
Annexure –G	bidder is a consortium of two or more parties as members, the of the concerned member should be commensurate with the responsibility matrix provided in consortium agreement.		
Annexure –H	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		
Annexure –I	Certificate of “BSNL employees relatives non-participation certificate”		
Annexure –J	Power of Attorney for signing the documents on Rs.100 stamped paper as per clause 14.3		
Annexure –K	Latest and valid NSIC Certificate copy if exemption of EMD is claimed.		
Annexure –L	Bid form, EMD form duly filled completed in accordance with Clause 8 & 9		
Annexure –M	Certificate of incorporation copy issued by Registrar of Companies, in case of company OR copy of Article of Memorandum of Association or Registered partnership deed (in the case of company) or self certificate in case of Proprietorship deed duly attested by y as the case may be.		
Annexure –N	Current Labour license(Registration with State/ Central government ministry of labour department)		

Bidder need not to submit the samples of the Document Management & Scanning along with the bid.

Date:

Station:

Signature of the Bidder:

Name in capitals as signed:

Designation:

Stamp or seal of the Bidder:

SECTION VII

PART – III

No.NE-1/Marketing/Document Management & Scanning/08-09/ 8006/18 DATED 09.04.2009

EMD FORM

01 Name of the Company& Address :

02. a) EMD Payment Particulars :
EMD – PAYMENT DETAILS:

Sl. NO.	Name of the Item	EMD in Rs.	DD. No. and Bank Name
1			

03. Rates Quoted : As per Price Schedule in
(enclosed separately in
Financial Bid envelope).

04. Telephone No.&FAX No.

05. E.mail address:

I/We have read all the terms and conditions mentioned in the Tender Documents and also agree to abide by all the clauses.

Signature of the authorized Signatory.

(Seal, Name and Designation)

Note: In case of exemption of payment of EMD claimed, the same may be noted against each item.

SECTION VIII
(Tender No.NE-1/Marketing/ Document Management & Scanning/08-09 DATED 09.04.2009
PRICE SCHEDULE

Schedule of Rates

Cost towards scanning and data entry and porting into central server & cost of Rack :-

(A)	Prices (Rs.Ps)			
Items	BASIC price*	Taxes	Total composite Price*	
			In figure*	In words*
Basic cost of 7lakh CAF's (7lakh Customer record data entry)which also includes 42 Lakh pages Scanning, safe keeping in box packing of 750 CAFs in each box ,porting etc.(including cost of web based DMS application & deployment(including Operating system & Database Application) #				
Break up of Cost towards each CAF (cost of components)***				
1. Cost towards scanning of single CAF (6 pages)				
2. Data entry and data matching				
3. Cost towards data porting ,back up and safe keeping of CAFs as prescribed in work specifications along with supply of CAF storage boxes as per specification.				
(B).Name of file rack Brand: (File Racks as per Specification)				
☐ Price of one complete Rack (inclusive of transport & taxes)to any of SSA(Meghalaya, Mizoram,Tripura)including installation.				
☐ Cost for 50 nos of Racks:				

Grand Total of all Costs as per (A) & (B) above =Figure Rs

in words

In case of lesser or more quantity than 7 lakhs ,bill will be settled based on actual quantity the whichever price is lesser(based on pro rata basis for 7 lakh quantity or based on price quoted for individual unit .In case of CAF Scanning if some CAFs are less than 6 pages then the cost will be paid on proportion basis of number of pages scanned as per B1above (ie cost of scanning of CAF/page) (*break up details, to be quoted for price of individual unit)**

Evaluation Criteria: for evaluation purpose

For each vendor, cost of 7 lakh CAFs (7 lakh customer record data entry + 42lakh pages of document scanning ,supply of CAF storages Boxes ,matching ,porting to central server + cost of 50 racks, this includes cost of safe keeping of records as per work specifications.) will be compared among successful /responsive technical bids.

(Iron racks for storage of CAF boxes -50 Nos minimum(13 nos in Meghalaya,12 nos Mizoram& 25 Nos in Tripura)

It is made clear to vendors that the bills will be setteled based on actual quantity which may vary from 7 Lakhs which is purely taken for evaluation purpose .

***Inclusive of all taxes, octroi, transportation etc.**

"I/We hereby declare that in quoting the above price, we have taken into account the entire credit on inputs available under the CENVAT Scheme introduced w.e.f. 1-4-2004 and further extended on more items till date".

**Mailing Address along with Latest
Telephone Numbers and Fax Numbers**

}

Signature

Note: Price should be quoted for the items for which EMD is paid/exemption claimed. Such items only will be considered.

SECTION IX

PERFORMANCE SECURITY GUARANTEE (BOND FORM)

1. In consideration of the **Bharat Sanchar Nigam Limited** (herein after called '**Chief General Manager Telecom., NE-1,Circle, Shillong**') having agreed to exempt _____ (hereinafter called 'the said Contractor(s)') from the demand under the terms and conditions of an agreement/Advance WorkOrder No. _____ Dated _____ made between _____ and _____ for _____ for the supply of _____ (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 **Chief General Manager Telecommunications, BSNL, NE-1 Circle, CTO COMPOUND, SHILLONG-793 001** an amount not exceeding _____ against any loss or damage caused to or suffered or would be caused to or suffered by the '**Chief General Manager Telecommunications, BSNL, NE-1 Circle, CTO COMPOUND, SHILLONG-793 001**' 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 '**Chief General Manager Telecom., NE-1 Circle, Shillong**' stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the '**Chief General Manager Telecommunications, BSNL, NE-1Circle, CTO COMPOUND, SHILLONG-793 001**' 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 '**Chief General Manager Telecommunications, BSNL, NE-1Circle, CTO COMPOUND, SHILLONG-793 001**' 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 _____.

2. We undertake to pay the '**Chief General Manager Telecommunications, BSNL, NE-1Circle, CTO COMPOUND, SHILLONG-793 001**' any money so demanded notwithstanding any dispute or disputes raised by the contractor(s)/contractor(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) /contractor(s) shall have no claim against us for making such payment.

3. 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 '**Chief**'

General Manager Telecommunications, BSNL, NE-1 Circle, CTO COMPOUND, SHILLONG-793 001 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 ONE YEAR/ONE AND HALF YEARS/TWO YEARS (as specified in the P.O.) from the date hereof, we shall be discharged from all liability under this guarantee thereafter.

4. 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.

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

6. 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.

Dated the _____ day of _____

For _____
(indicate the name of the bank)

SECTION X

LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

To,
The AGM (Mktg),

Signature of the Bidder with Seal
%CGMT, NE-1 Circle, Shillong

Signature: AGM (MKT-II)

%CGMT, NE-1 Circle
CTO Compound
SHILLONG – 793 001

Subject : Authorization 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.

<u>Order of preference</u>	<u>Name</u>	<u>Specimen Signatures</u>
----------------------------	-------------	----------------------------

I

II

Alternate
representative

Signature of the Bidder

OR

Officer authorized 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

BSNL Employees Relatives Non-participation Certificate

I./we declare.....

(a)That I or any of my partner am/is neither working in any capacity in or any where in the BSNL/Chief General Manager, NE-1. Telecom Circle, Shillong DOT/any Govt. Department/PSU, nor am/is removed/dismissed from service of DOT/BSNL/Govt. Dept.PSU.

Signature of the Bidder with Seal
%CGMT, NE-1 Circle, Shillong

Signature: AGM (MKT-II)

(b) That none of my near relatives are working in any capacity in or any where in the BSNL/Chief General Manager, NE-1. Telecom Circle, Shillong DOT/any Govt. Department/PSU, nor am/is removed/dismissed from service of DOT/BSNL/Govt. Dept.PSU.

Or

The details of my near relatives working in DOT/BSNL/Govt.Dept./PSU are as under:

Sl. No.	Name and Address	Capacity in which working	Office in which working
---------	------------------	---------------------------	-------------------------

(c) That in case of change of partners or change in constitution of the firm, I shall abide by the conditions of the contract and shall bring any change to the knowledge of the immediately. Chief General Manager, NE-1. Telecom Circle, Shillong

(d) I) That I/We shall intimate the names of persons working in DOT/BSNL/Govt. Dept.PSU related to our employees who are working with me/us in any capacity or are subsequently employed by me/us.

II) That none of my employees is a removed/dismissed employee of either any unit of DOT/BSNL/Govt.Dept. PSU.

(e) That I/We am/are aware that any breach of the condition would render the contract liable for termination along with cancellation of any other existing contracts and forfeiting of my/our Security Deposit held by Chief General Manager, NE-1. Telecom Circle, Shillong .

(e) If at any time, it is found that the information given in the above appendix is incorrect/incomplete, the contract is liable to be terminated without assigning any reason and the SD shall be forfeited and legal action shall be initiated without any prejudice i.e. to the rights of the BSNL/Department to debar the firm from entering into future contracts.

Date.....

Signature of Tenderer with seal.

Place:.....

Name and address of the Tenderer:

NOTE: The term "relatives" means wife/husband/parents and grant parents/children/grand children/brothers/sisters/uncles/aunts/cousins and their corresponding in - laws.

S e c t i o n X I I

1. **The guidelines issued by BSNL Corporate Office New Delhi (vide their letter No. 9-3/2008-IT dated 11-Feb-2009) for managing the Customer Applications Form for GSM connections may be downloaded in our website at link →**

<http://www.nel.bsnl.co.in/mkt/chqcafguidlines.pdf>

. DOT Guidelines DOT letter No Ltr No. (No.1-34/2006- VI(Pt 1) dtd. 30/09/09 endt by BSNL vide MOB-27/CAF-2009/28 dtd. 14-10-.09 regard to reverification of CAF) may be downloaded in our website at link

→<http://www.ne1.bsnl.co.in/mkt/dotcafreverifyguidelines.pdf>

3 . The hardware specification of server is supplied for reference to the prospective vendors is available at the following Link:

→<http://www.ne1.bsnl.co.in/mkt/hpserverspec.pdf>

2 .
3 .