

BHARAT SANCHAR NIGAM LIMITED

(A Govt. of India Enterprise)

Gujarat Telecom Circle**BID DOCUMENT**

TENDERED ITEM	QUANTITY	TENDER ENQUIRY NO. & DATE
SCANNING & UPLOADING OF SCANNED IMAGES (ALONG WITH WEB BASED MONITORING SOFTWARE) OF COMMERCIAL CUSTOMER APPLICATION FORMS (CAFs) OF BSNL MOBILE CUSTOMERS OF GUJARAT CIRCLE.	15,00,000 (Fifteen lac) Nos. of Customer Application Forms (CAFs)	TENDER NO. CMTS/DE(CC)/ CAF-Scanning/13-14/7 dated 19/06/2013

GM (CMTS), AHMEDABAD**CALL CENTRE SECTION****1ST FLOOR, VASTRAPUR TELEPHONE EXCHANGE BLDG.
NEAR BIMANAGAR, VASTRAPUR,
AHMEDABAD – 380 015****PH. 079 - 2676 6386 FAX. 079 –2675 2299,
www.gujarat.bsnl.co.in**

TABLE OF CONTENTS

Section No.	Item	Page No.
1.	Detailed NIT	3
2.	Tender Information	6
3.	Technical Specifications/ Requirements	9
4 A	General Instructions to Bidders(GIB)	22
4 B	Special Instructions to Bidders(SIB)	41
5 A	General (Commercial) Conditions of Contract (GCC)	43
5 B	Special (Commercial) Conditions of Contract (SCC)	55
6 A	Undertaking & declaration	57
6 B	Near-relationship Certificate	58
6 C	Mandate Form for E-Payment	59
6 D	Experience Certificate	61
7	Proforma (s)	62
8	Bidder's profile & Questionnaire.	67
9	Bid Form & Price Schedule	69
10	No-deviation Certificate	73

SECTION – 1**Detailed NOTICE INVITING TENDER (DNIT)**

BHARAT SANCHAR NIGAM LIMITED

(A Government of India Enterprise)

Office of The Chief General Manager, Gujarat
Telecom Circle, Ahmedabad-380 001

Sealed Tenders on Rupee payment basis are invited by the **General Manager (CMTS), Vastrapur Telephone Building, Vastrapur, Ahmedabad-15**, for the services to be rendered mentioned below from Indian firms/companies/Agencies registered to carry out the tendered item work in India.

S. No.	Name of the Item/ Work	Estimated Quantity (Nos.)	Bid Security/Earnest Money Deposit Amount for the tender
1.	Scanning & uploading of scanned images(along with Web Monitoring Software) of Commercial Customer Application Forms (CAFs) of BSNL Mobile Customers of Gujarat Telecom Circle.	15,00,000 (Fifteen Lac) nos. of Commercial Customer Application Forms (CAFs)	Rs. 56,000/-

Note : The quantity stated above are estimated and BSNL reserves the right to vary the quantity to the extent of -25 % to +25 % of specified quantity at the time of award of the contract i.e. AWO without any change in unit price or other terms & conditions.

1.1 deleted

2. Purchase of Tender Document: Tender document can be obtained by downloading it from the website www.gujarat.bsnl.co.in.

2.1 The bidders downloading the tender document are required to submit the tender fee amount through DD/Banker's cheque along with their tender bid failing which the tender bid shall be left archived unopened/ rejected.

The DD/Banker's cheque shall be drawn from any Nationalized/ Scheduled Bank in favour of "Accounts Officer (Cash), O/o GM (CMTS), BSNL, Ahmedabad" and payable at "Ahmedabad".

2.2 deleted

3.0 **Availability of Tender Document:** The tender document shall be available for downloading from **19/06/2013** onwards up to **16/07/2013 from 11-00 Hrs to 13-00 Hrs** on all working days of this office.

3.1 Tenders shall be available for sale and can be had from "DE(Call Centre), 1st floor, Vastrapur Telephone Exchange Bldg., Nr. Bima Nagar, Vastrapur, Ahmedabad-380015" against payment of Tender fee of Rs.500.- which will be payable in the form and in the name of person stated in clause 2.1 above.

3.2 deleted

Note : The Tender document shall not be available for download on its submission / closing date.

4. **Eligibility Criteria: -**

a) The bidder should have done scanning of 3 million pages in one year during any of the last three financial years 2010-11, 2011-12 & 2012-13, in India, for any one of

(1) Telecom operator

(2) Any Scheduled Bank

(3) Government / PSU office

For the above, a certificate from the client has to be given showing quantum of work done & period. The name, address, phone number of the person has to be mentioned in the certificate.

b) The firm should have turnover of a least **Rs.42 lac** per year during last three years (i.e. 2009-10, 2010-11 & 2011-12) and to submit audited accounts or certificate from Chartered Accountant showing the turnover of last three years **OR** Solvency Certificate for **Rs.11.2 lac** from any Schedule Bank.

c) Valid PAN No. & Valid Sales Tax Registration Certificate No or exemption certificate No.

4.1 The bidders shall submit necessary documentary proof showing that they meet the eligibility criteria along with their tender bid. **All documents submitted will also be self-attested by the bidder.**

5. **Bid Security/EMD:**

5.1 The bidder shall furnish the bid EMD in one of the following ways:-

(a) Demand Draft/ Banker's cheque drawn in favour of "Accounts Officer (Cash), O/o GM (CMTS), BSNL, Ahmedabad" and payable at "Ahmedabad".

b) Bank Guarantee from a scheduled bank drawn in favour of "GM(CMTS), 1st floor, Vastrapur Telephone Exchange Bldg., Nr. Bima Nagar, Vastrapur, Ahmedabad-380015" which should be valid for **180 days** from the tender opening date.

5.2 deleted

6. **Date & Time of Submission of Tender bids:** on or before **13:00** Hours of **17.07.2013**.

Note : In case the date of submission (opening) of bid is declared to be a holiday, the date of submission (opening) of bid will get shifted automatically to next working day at the same scheduled time. Any change in bid opening date due to any other unavoidable reason will be intimated to all the bidders separately.

7. **Opening of Tender Bids: At 15:00 hours of 17.07.2013**

8. **Place of opening of Tender bids:**

Authorized representatives of bidders (i.e. vendor organization) can attend the TOC meeting at the DE(Call Centre), 1st floor, Vastrapur Telephone Exchange Bldg., Nr. Bima Nagar, Vastrapur, Ahmedabad-380015”.

9. Tender bids received after due time & date will not be accepted.

10. Incomplete, ambiguous, Conditional, unsealed tender bids are liable to be rejected.

11. The Chief General Manager, Gujarat Telecom Circle, Ahmedabad reserves the right to accept or reject any or all tender bids without assigning any reason. He is not bound to accept the lowest tender.

12. The bidder shall furnish a declaration in his tender bid that no addition / deletion / corrections have been made in the downloaded tender document being submitted and it is identical to the tender document appearing on the website.

12.1 In case of any correction/ addition/ alteration/ omission in the tender document, the tender bid shall be treated as non-responsive and shall be rejected summarily.

Note : All documents submitted in the bid offer should be preferably in English. In case the certificate viz. experience, registration etc. is issued in any other language other than English, the bidder shall attach an English translation of the same duly attested by the bidder & the translator to be true copy in addition to the relevant certificate.

Note : All computer generated documents should be duly signed/ attested by the bidder/ vendor organization.

SECTION- 2

Tender Information

1. Type of tender- :

- a) No. of Bid Submission Stages for tender: **Single.**
- b) No. of Envelopes for submission of Bids: **Two Nos.**
(Opening stages) (Please See Note-1).
- c) deleted

Note 1:- In case of 1(b) above, the bidder shall submit Techno-commercial & Financial bid simultaneously

Note 2:- The bids will be evaluated techno-commercially first and thereafter financial bids of techno-commercially compliant bidders only shall be opened.

2. Bid Validity Period / : 150 days from the tender opening date.
Validity of bid Offer

3. The tenders is invited under two envelopes system, the first envelope will be named as techno-commercial & will contain documents of bidder's satisfying the eligibility / Technical & commercial conditions and 2nd envelope will be named as financial envelope containing financial quote (both original & duplicate). These envelopes shall contain one set of the following documents:-

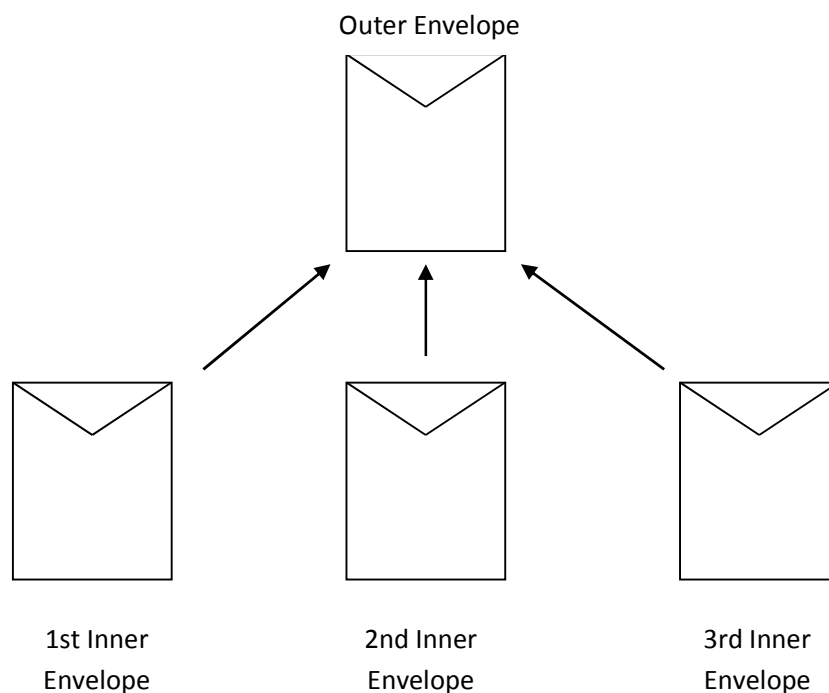
a) **Techno-commercial envelope** shall contain :-

- i) EMD
- ii) Cost of the tender documents i.e. tender fee – if downloaded.
- iii) Certificate(s) showing fulfillment of the eligibility criteria(s) stated in Clause 4 of the DNIT
- iv) Power of Attorney & authorization for executing the power of Attorney in accordance with clause 14.3 of Section-4A
- v) Clause by clause compliance as per clause 11.2 (c) of Section-4A viz. No-deviation certificate as per Section-10.
- vi) Bidder's Profile & Questionnaire duly filled & signed (Section-8).
- vii) Non-Relation Certificate duly filled & signed as per Section-6B.
- viii) Undertaking & declaration duly filled & signed as per Section-6A.
- ix) Documents stated in clause 10 of Section-4A.
- x) Tender document duly signed at the end of each section for having read it & accepted it.
- xi) Tender/Bid form- Section-9A.

b) **Financial envelope** shall contain:

Bid form - Price Schedule ORIGINAL (Section-9B) duly filled & signed. **Price Schedule DUPLICATE (Section-9B) will be sealed and marked in the 3rd envelope as shown in diagram below.**

Packing of bid documents



Contents of 1 st Inner Envelope	Contents of 2nd Inner Envelope	Contents of 3rd Inner Envelope
Techno-commercial envelope (Clause 3(a) of Section 2)	Original Price Schedule (Section 9 Part-B)	Duplicate Price Schedule (Section 9 Part-B)

- All the envelopes should bear tender enquiry number and date, date of tender opening, name and address of the bidder.
 - The outer envelope should also bear the address where bids are to be submitted.
 - The first inner envelope should be marked as "Techno-Commercial Bid".
 - The second inner envelope should be marked as "Financial Bid - Original".
 - The third inner envelope should be marked as "Financial Bid - Duplicate".
 - All the envelopes should be sealed properly.
 - **Bid offers not adhering to the prescribed format are liable to be rejected summarily**
4. The envelope will contain both techno-commercial & financial bid i.e. documents 3 (a) (i) to (xi) & 3(b).

5. Payment terms

- 5.1 The 90% of value of the services rendered will be paid after full fulfillment of following conditions
- (i) On successful completion of Scanning and uploading of commercial documents of Mobile customers to the satisfaction of the tendering authority.
 - (ii) Handing over the CAFs back to BSNL field units.
 - (iii) Successfully Sample Checked approved by concerned SSA CAF Owner.
- For claiming this payment the successful bidder has to submit the following documents to the paying authority :-
- a) Invoice in duplicate
 - b) A certificate from the CAF GUI application report for successfully Sample Checked of the Scanned CAF LOT by SSA CAF Owner of SSAs.
 - c) Invoice clearly indicating breakup details of composite price i.e. Basic, Service Tax, any other duties/taxes, etc.
- 5.2 a) The balance 10% payment shall be released after successfully 100 % Quality Check by SSA QC Owner.
- b) Income Tax at source shall be deducted as per the existing Govt. of India rules.
- 5.3 The bidder has to give the mandate for receiving payment costing Rs.1 lacs and above electronically and the charges, if any, levied by bank has to be borne by the bidder/ contractor/supplier. The bidder companies are required to give the following information for this purpose:-
- (i) Beneficiary Bank Name:
 - (ii) Beneficiary branch Name:
 - (iii) IFSC code of beneficiary Branch
 - (iv) Beneficiary account No.:
 - (v) Branch Serial No. (MICR No.):
- 5.4 The Purchaser shall not pay separately for the transit insurance. The Supplier shall be responsible for all kinds of losses i.e. loss due to theft, damage and shortage till the receipt of entire quantity of the Goods/Services in good condition by the consignee.

6. Delivery Schedule

- 6.1 Delivery schedule for the scanning & uploading of CAF shall be within **30 (THIRTY) days** from the date of issue of the Work order. CAF scanning & uploading shall be done at **17** SSAs in BSNL premises.
- 6.2 The date of delivery will be the date of receipt of the Goods/Services by the ultimate consignee.

7. Consignee

The services will be supplied as per the distributed quantities to each ultimate consignee which will be intimated at the time of AWO/VO. The payments will be made on the actual supplied services.

8. Quantity distribution

Quantity distribution among successful bidders will be done as per Clause 3 of Section-4B.

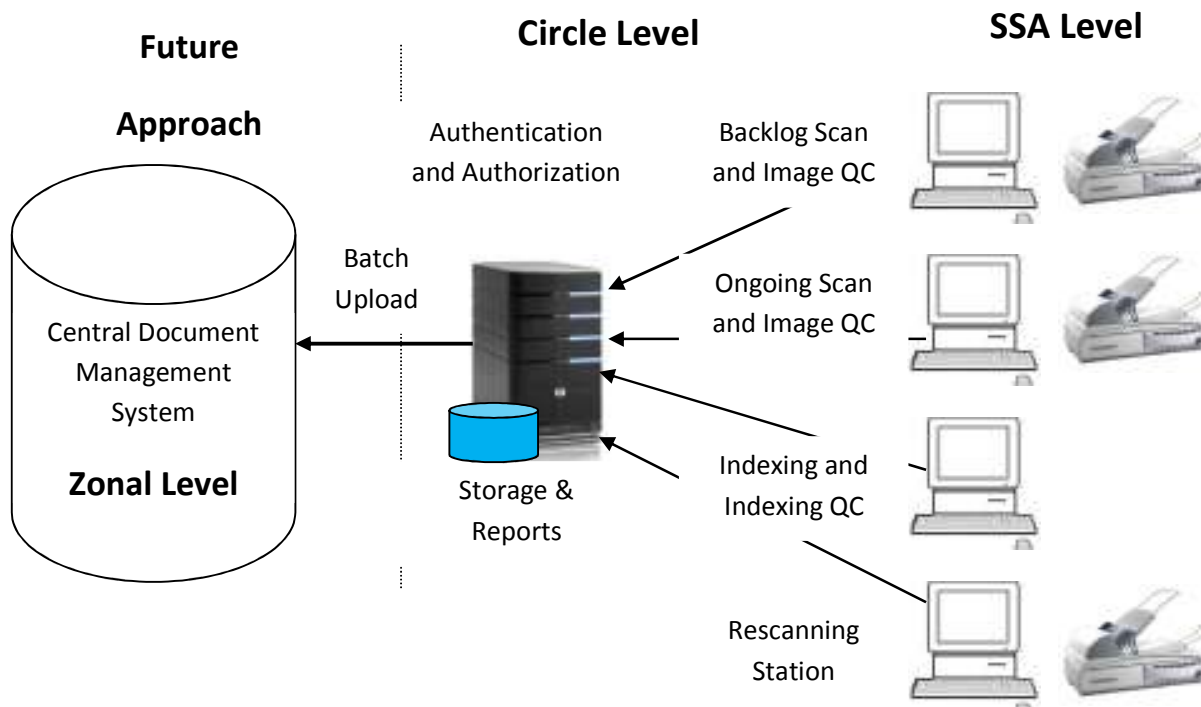
9. Bidder must quote for 100% of the tendered quantity.
10. deleted.

SECTION- 3

TECHNICAL SPECIFICATIONS REQUIREMENTS

1. System Architecture

- 1.1. The scanning shall be done in **17 SSAs** locations of Gujarat circle at BSNL's premises. Total minimum **4(Four)** scanning team shall be operational simultaneously **as per the schedule** given by BSNL.
- 1.2. A single server at circle level shall store the scanned data, index data workflow.
- 1.3. Integration with the existing scanning infrastructure including hardware, software, scanned data etc. will be the responsibility of the bidder. Any interfaces required for such integration should be necessarily provided by the bidder along with the solution.
- 1.4. Approximately **37 lac** CAFs are already scanned & images uploaded. A software by existing vendor for tracking the complete process is already in place. It will be the responsibility of the successful bidder to either co-ordinate with the existing vendor for ensuring seamless migration of existing data in the new system or use existing system itself for the scanning of CAFs under this tender.
- 1.5. Integration at Zonal/national level is a desirable scenario for future. The bidder shall be required to ensure integration at zonal/national level as and when mandated by BSNL. Any interfaces required for such integration should be necessarily provided by the bidder along with the solution.
- 1.6. No freeware shall be permitted for the central server, at circle level.
- 1.7. The database, application software and all interfaces shall be provided by the bidder. The application software has to be web based.
- 1.8. The tentative work flow/ procedure is at annexure 2.



2. Special Conditions

- 2.1. The special conditions of the contract shall supplement the “Instructions to the Bidders” as contained in Section 4 and “General Conditions of the Contract” as contained in Section 5 wherever there is a conflict, the provisions herein shall prevail over those in Section 4 and Section 5.
- 2.2. If the date of opening of bid is subsequently declared as holiday by the Government of India, the revised schedule will be notified. However, in the absence of such notification the bids will be opened on the next working day, time and venue remaining unaltered.
- 2.3. Tendering Authority reserves the right to disqualify, at the stage of evaluation, such Bidders who have a record of not meeting contractual obligations against earlier contracts entered into with the Tendering Authority.
- 2.4. Tendering Authority reserves the right to disqualify, at the stage of evaluation, such Bidders who have proven bad performance against the contracts of any other circle of BSNL.
- 2.5. Tendering Authority reserves the right to blacklist a bidder for a suitable period in case he fails to honor his bid without sufficient grounds. The Tendering Authority reserves the rights to counter offer price(s) against the price(s) quoted by any bidder.
- 2.6. Any clarification issued by the Tendering Authority in response to query raised by prospective bidders shall form an integral part of bid documents and it may amount to amendment of relevant clauses of the bid documents.
- 2.7 The total number of SSAs in the Gujarat circle is 17.
- 2.8 The scanning & uploading should be completed within 30 *days* from the receipt of work order from BSNL. Vendor should have minimum capacity of 5 lac CAFs scan & upload per month.
- 2.9 There will be standard reasons for rejection of scanned CAFs under QC (Quality Check). Some will be BSNL specific reasons, while others will be vendor specific reasons. If any scanned CAF is rejected due to vendor specific reasons, then the vendor will have to rescan it for free of cost.

3. Distribution of quantity

As per clause 3 of Section 4 Part B

4. Evaluation Criteria:

- 4.1 On the due date of bid opening the tendering Authority will open the Technical bid specified in the bid document. If the bidder is eligible and meets all the conditions to participate in the tender, then only the technical evaluation will be done on the same day and the financial bid will be opened.
- 4.2 The tendering Authority will make the technical/financial evaluation of the eligible bidders.
- 4.3 Financial bid evaluation will be based on the net composite Price offered in the Price schedule i.e. **Section 9, Part-B**. The evaluation of the **L-1 & L-2** bidders will be decided based on the lowest quote.

5. Eligibility Criterion

- 5.1. The bidder should have done scanning of 3 million pages in one year during any of the last three financial years 10-11, 11-12, 12-13, in India, for any one of
 - 5.1.1. Telecom operator,
 - 5.1.2. Any Scheduled Bank
 - 5.1.3. Government/PSU office.

5.1.4. For the above, a certificate from the client has to be given showing quantum of work done & period. The name, address, phone number of the person has to be mentioned in the certificate.

5.2 The firm should have turn over of a least Rs. **42 lac** per year during last three years (i.e. 2009-10, 2010-11 & 2011-12) and to submit audited accounts or certificate from Chartered Accountant showing the turnover of last three years OR Solvency Certificate for Rs. **11.2 lac** from any Schedule Bank.

6. BSNL Responsibility

6.1. After the scanning process starts, and also after the completion of loading the software in the server, uploading images will be provided by BSNL. **(The server specification is given at annexure-3).**

6.2 The operating system will be given by BSNL.

6.3 Each CAF will require about 800Kb of storage. Hence the circles may plan for the storage accordingly. 500 GB HDD can be used for storage. In large circles, there should be provision of attaching up to 6 HDD with the server. SATA HDD can be used.

6.4 There will be a nodal officer defined at circle level, who shall be responsible for getting all the CAF scanned of the respective circle.

6.5 Backup should be taken at regular intervals.

6.6 Zonal B&CCS will give data of existing connections, prepaid and postpaid, to Circles. The application software should generate list of Mismatched data, SSA wise. Mismatch list would mean the mobile number that is working as on date, but the CAF of the same has not been scanned.

6.7 The bidder should be given CAF Lots in proper time and at regular intervals.

6.8 Providing network will be the responsibility of BSNL. A hub/switch shall be provided till the last point by BSNL. After this, the networking cables till the PCs will be arranged by the bidder.

6.9 The space & electrical supply at BSNL premises on scanning locations will be provided by BSNL field unit of respective SSA.

7 General Technical requirements

7.2 Each CAF will require about 800Kb of storage. This will include the four pages of the CAF, and two supporting documents i.e. POA & POI.

7.3 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. This software will run centrally on the server provided by circle. The modifications in monitoring software as per BSNL requirement shall be done time to time by bidder. The invoice payment shall be done from the reports generated from this software.

7.4 The bidder has to bring his **own PCs and scanners for scanning**, validating, quality check and uploading of the scanned data. All issues related to operating system, etc for these PCs has to be handled by the bidder.

7.5 The software that will be provided by vendor should have the facility to bring out the responsibilities in case there is delay in scanning.

7.5 After the scanning process status, and also the completion of work, at five nodes in each ssa, it should be possible to view the scanned application form.

7.6 The maintenance of application / monitoring software should be done by bidder during the period of contract. The bidder shall be responsible for smooth operation of application / monitoring software during the period of contract. The application / monitoring software shall be remain the property of BSNL even after completion of the contract.

7. Ownership Definition

- 7.1. **Circle_CAF_Owner:** The person shall be from the CMTS 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.
- 7.2. **SSA_CAF_Owner:** This person shall be responsible for getting the CAF scanned for the entire SSA/Area. The name, contact number of the person at SSA level/ Area Manager shall be entered in the software.
- 7.3. **POCAF_Owner:** POCAF stands for Point of CAF. Each point where CAF exist should have an owner defined who shall be responsible of getting the CAF scanned within his jurisdiction. The name, contact number of person shall be entered in the software in proper hierarchy. For example, in an SDCA if CAF are submitted, then POCAF_Owner has to be defined for the SDCA. Similarly if an SSA HQ is having, say, four CSC where CAF are collected, four POCAF_Owner are to be defined. If the DSA/franchise is submitting the CAF to some person in SSA HQ, then a separate POCAF_Owner has to be defined. Even if same person is taking CAF for BSNL and for Franchise/dealer/distributor, he should have different POCAF_Owner ID. Each POCAF_Owner shall have a separate ID and password. The person shall co-ordinate with customer/ franchise/DSA for getting the rejected form complete in all respects. The ID of the person shall be available with each CAF data. **The more the number of this ID, the better will be the data.** In case of any confusion, plan for more number of ID.
- 7.4. As per the regulatory requirement, **letter No 800-4/2003-VAS (Vol.III) (Pt.III) dated 13.09.2007 issued by ADG(VAS-1) of DOT**, it should be possible to trace from which CSC/ Dealer/ Distributer/ DSA, the CAF was collected.
- 7.5. **SSA_QC_Owner:** The person will be responsible for checking 100% CAF after the full LOT is ready in all aspects, and is ready for uploading. The ID of this person shall be entered in the software.
- 7.6. The vendor is free to upload the data of a LOT/CAF in the server at any stage, as required by the workflow.

8. Defining Master Data in software

- 8.1. The minimum of the following masters shall be defined in the software.
- 8.2. Circle Master
- 8.3. SSA Master
- 8.4. SDCA Master.
- 8.5. 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.
- 8.6. As per the regulatory requirement, letter No 800-4/2003-VAS (Vol.III) (Pt.III) dated 13.09.2007 issued by ADG(VAS-1) of DOT, it should be possible to trace from which CSC/ Dealer/ Distributer/ DSA, the CAF was collected. To meet this requirement proper hierarchy and ownerships have to be defined.
- 8.7. Box master: The Box number, mapped with SSA shall be entered.
- 8.8. 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

- 8.9. 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.
- 8.10. The Ownerships as defined above shall also be part of master data.
- 8.11. The linking of master data with one another should be made wherever possible to have best data integrity.

9. Storing of CAF

- 9.1. All the CAFs shall be finally stored at the SSA HQ.
- 9.2. The vendor shall also provide Corrugated Cardboard Boxes of Uniform Size 13”X 10.5”X 12.5” for storing of the scanned CAF. The box should be of corrugated paper of 7 ply. The numbering scheme on the boxes shall be provided by BSNL. The numbering nomenclature is attached as Annexure-1. The file ‘cdr-zone-circle-ssa-sdca-list-ver.2.0.xls’ is enclosed where the codes for circles, ssa have been defined by ITPC. The metro circles can use the area code instead of ssa code wherever required.
- 9.3. This box can store about 550 CAF.
- 9.4. After the SSA_CAF_Owner, is satisfied with the scanned images and sample check has been done, the vendor will put the LOT of 550 completed forms in the box and hand over this to the SSA_CAF_Owner.
- 9.5. The boxes should be numbered. The vendor has to provide A4 size sticker. The box number has to be written on all four sides. Hence for each box, 4 A4 size stickers shall be provided by vendor.
- 9.6. This box number should also be entered in the data to be entered with each form.
- 9.7. This box will then be handed over to SSA_CAF_Owner, after which it shall be the responsibility of the SSA_CAF_Owner to keep the Box in an appropriate place.
- 9.8. This place shall be a secure place, and should be made termite free. Rodent treatments of this place should be done on monthly basis. It should also have the necessary fire fighting arrangements.
- 9.9. In case the SSA is not having a predefined CAF storage facility, 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 lines can be there in one rack. Hence in one rack 20 boxes can be accommodated.
- 9.10. The numbering system of the rack should also be defined in the software. This numbering should come from the rack master.

10. Scanning workflow and methodology

- 10.1. The work flow is attached as Annexure-2.
- 10.2. The CAF which are ready for scanning should be submitted by POCAF_Owner in a LOT. The LOT size shall be 550 because the box of the defined size can accommodate 550 forms.
- 10.3. Whenever the owner of POCAF is ready with 550 CAFs for scanning, the owner of POCAF shall log in the software and initiate a new ‘LOT’ in the software.
- 10.4. The owner at the POCAF should enter only the mobile numbers from the CAF. The software should generate 10 text boxes for entering mobile numbers on one page. There should be button, save and add more at the bottom, which will save the 10 records, the

date of entry, LOT number and the ID of POCAF_Owner and open a fresh page with 10 text box.

- 10.5. When 550 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.
- 10.6. A typical work flow can be as under
 - 10.6.1. The POCAF at all level, shall make LOTS. Attempt should be made to scan the most recent CAF first. LIFO. But in no way, the scanning has to stop.
 - 10.6.2. All the LOTs should be handed over to the SSA_CAF_Owner, with proper sign off. This should be also reflected in the software.
 - 10.6.3. Once the LOT is received is ready with SSA_CAF_Owner, it should be handed to vendor and after that it shall be shown pending for scanning.
 - 10.6.4. The responsibility of taking all CAF to SSA_CAF_Owner will be of BSNL.
 - 10.6.5. The Vendor shall scan the LOT, and check the quality of the image.
 - 10.6.6. The scanning shall be done in PDF format (colored). The soft copy of CAF which are scanned in PDF format will be converted to TIF format without any extra charges in future, if required. The page containing the photo and signature should only be scanned.
 - 10.6.7. The vendor has to make folders in the local computer where image data is stored. The folder name shall be the LOT number. The image shall be stored in PDF (colored)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.
 - 10.6.8. **Date is very important.** The date that shall be entered in the data shall be (priority wise)
 - 10.6.8.1. Date of activation, mostly available for post paid.
 - 10.6.8.2. Date of sale of SIM, i.e. if one sells a prepaid connection, he will write the date on which this connection is sold. This date shall be considered.
 - 10.6.8.3. If the above two dates are not available, then any reasonable date available on the CAF can be entered.
 - 10.6.8.4. If any of three is not available, the SSA_CAF_Owner can decide any suitable date, as per the available bundle, as per SIM number or whatever. Attempt should be made not to stop the scanning process.
 - 10.6.8.5. Very important aspect with respect to date is that, there should be a list of values provided which should indicate which type of date is entered.
 - 10.6.8.6. Whenever data is retrieved, the date selection criterion should also be taken, so that proper information is conveyed.
- 10.7. The vendor will also do the data entry for each CAF in the software. The data that is to be entered is mobile number and any of Date as defined above with the priority indicated. After submitting this data, a window will open that will collect the matching data from the data provided by the Zonal B&CCS. The idea is that the account number of the mobile number which is being scanned should be paired. The data that this application software will get from the billing data dump shall be displayed. First name, last name, date of activation, account number will be displayed. A check box against each shall be displayed. The vendor has to select the matching check box and submit. The data that shall be finally stored in the server shall be
 - 10.7.1. Mobile number -- (To be entered by vendor, or one by one from the LOT)
 - 10.7.2. Date (as above, any one date) -- (To be entered by vendor)
 - 10.7.3. Which date type was chosen (Example activation, SIM sale date etc) -- (To be entered by vendor)
 - 10.7.4. Account number (if available) -- (To be taken from billing dump)
 - 10.7.5. Last name -- (To be taken from billing dump)

- 10.7.6. First name -- (To be taken from billing dump)
- 10.7.7. Post Paid/prepaid -- (To be taken from billing dump)
- 10.7.8. POCAF_Owner_ID -- (To be taken care by software at the time of start of the scanning of the LOT)
- 10.7.9. Franchise/dealer/distributor/ CSC ID -- (To be taken only from the List of values)
- 10.7.10. Date on which this record is entered
- 10.7.11. Login id of the person doing scan/entry
- 10.7.12. Corrugated box number where the CAF will be physically stored
- 10.7.13. Rack Number
- 10.7.14. Box number
- 10.7.15. Total number of pages scanned (default 3)
- 10.7.16. Identity proof, list of values to be displayed, for example passport, voter card
- 10.7.17. Residence proof, list of values to be displayed, for example telephone bill.
- 10.8. The POCAF ID should automatically come in the data.
- 10.9. If the POCAF is non BSNL, then the dealer/distributor/agent code should also be entered from the master data. This data has to be selected from the LOV only.
- 10.10. This data meant for indexing shall be the responsibility of vendor.
- 10.11. The vendor will check the quality and will upload the images in the main central server.
- 10.12. The approximate size of the main form and two supporting documents shall be 800 Kb.
- 10.13. The complete LOT of 550 when scanned, data entered is liable for payment in the next month after successfully Quality Checked.
- 10.14. The SSA_CAF_Owner should make sample checks of 15 numbers in each LOT and should certify in the software that sample check has been done.
- 10.15. In all, the software should be able to monitor the number of CAF scanned at any time.
- 10.16. All report, pertaining to this should be generated. Vendor has to generate additional reports as required. Circle CAF owner shall decide this.
- 10.17. The vendor has to validate the forms scanned after data entry.
- 10.18. The software should take care of this process.
- 10.19. The lot number shall be entered, after which the forms and the data entered will start coming one by one.
- 10.20. 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.

11. Software requirement

- 11.1. 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.

11.2. Administration Console

- 11.2.1. This system shall support User Management
- 11.2.2. Administrator shall be able to create various groups of users like
 - 11.2.2.1. 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
 - 11.2.2.2. Master data creation for franchise/ dealer/ distributor.
 - 11.2.2.3. Scanning users, QC Users, Indexing users, Verifier etc
- 11.2.3. This system shall support Batch Manager which displays status of each batch (as to at what level each batch is (Scan, QC, Index etc))
- 11.2.4. It should support Audit Trail

11.2.5. It shall capture all the possible events of various phases in the product

11.3. Scanning Module

11.3.1. The system shall support Document as well as Batch scanning

11.3.2. Scanning station should have tool bar for all Scanning related functionalities.

11.3.3. It shall allow selection of color depth for every page being scanned.

11.3.4. The system shall support barcode recognition which helps in document separation as well as identification at scanning level.

11.3.5. Scanning system shall also support Add/Insert Pages.

11.4. QC Module

11.4.1. The system shall display Document Name and Page (x of y) as window title for user friendliness.

11.4.2. It should support Tool bar for all Image QC related functionalities like Rotate, Zoom, Page Navigation etc.

11.4.3. 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.

11.4.4. QC Module shall display thumbnails for all the pages of the document so that each page can be viewed by clicking on the thumbnail

11.4.5. If because of any reason the page has to be rejected, system shall capture the reason for rejection from the operator, and this information shall be available and intimated to the Rescanning station for future use meaning for re-scan and etc.

11.4.6. The system shall support Add/Delete/Insert Pages

11.5. ReScan Module

11.5.1. The system should display the information about the rejected documents by Image QC which are to be rescanned.

11.5.2. The page numbers rejected and the reason shall be displayed.

11.5.3. It should support facility to insert pages for rejected documents

11.6. Cropping Module

11.6.1. Cropping Module shall provide cropping of fields such as photographs & signatures.

11.6.2. System shall support automatic as well as manual cropping.

11.7. Sectioning Module

11.7.1. Sectioning module shall provide document separation in sections like main form, Id Proof, Address Proof etc

11.7.2. System shall support manual as well as automatic sectioning.

11.7.3. It should also support automatic sectioning using patch codes.

11.8. Indexing Module

11.8.1. It shall have the capability of Image assisted Data Entry with zooming and zoning facility.

11.8.2. 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

11.8.3. System shall highlight the data capture area while the user navigates within the fields.

11.8.4. The system shall support navigation buttons to scroll through Previous page, Next Page etc

11.9. Verification Module

11.9.1. Each document shall be displayed with its respective indexes as captured by indexing operator

11.9.2. The verifier shall be able to verify the data against the image and if required change it.

11.9.3. System shall release the data to database after the verification process.

11.9.4. It shall support double-blind verification process for maximum accuracy of the data

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

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

11.11. Scanning Reports

- 11.11.1. System shall be able to generate at least the following reports
- 11.11.2. Successful scanning report
- 11.11.3. User Performance Reports
- 11.11.4. Daily activity report
- 11.11.5. Audit reports
- 11.11.6. Circle_CAF_Owner may ask for generation of more reports where ever required.

12. Scanning Station Technical Specifications

- 12.1. Images are to be scanned at PDF (colored) file format.
- 12.2. The photo/signature page also to be scanned at PDF (colored) format.
- 12.3. Scanning station should provide the Integrated with directory services for secure authentication and authorization.
- 12.4. Scanning station should provide support for Failover, Security, Audit trails, Security and Application logging.
- 12.5. 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.
- 12.6. 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.
- 12.7. Scanning station should provide the features of Relational Database Management Systems (RDMS) like concurrency, data consistency, transaction atomicity, and data integrity and data durability.
- 12.8. It should provide environment to integrate with traditional databases like text/flat files.

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.

ANNEXURE – 1

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

The sticker on the box should have the following information

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

ANNEXURE – 2

1. POCAF_Owner ready with 550 CAF



2. POCAF_Owner Logs into the Software



3. Opens a new LOT, and gets a unique LOT number.



4. Enters 550 mobile numbers in the Software



5. Closes the LOT



6. Sends the LOT to SSA_CAF_Owner along with physical forms



7. SSA_CAF_Owner makes an entry in the Software for receipt of LOT and hands it to vendor



8. This LOT is now ready for scan, can be viewed in the Software as pending for scanning



9. Now vendor will 'prepare document', De-staple, clean, paste photo (if stapled) etc, LOT wise



10. 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.



11. CAF is finally scanned. Image is stored in local computer.



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



13. If OK, proceed, else proper reason for rejection to be entered in the software, and this to be given



13. Back to SSA_CAF_Owner, who shall give it back to POCAF_Owner.



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



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



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



18. Handing over the physical LOT after completion to SSA_CAF_Owner



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



20. 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.



21. Circle_CAF_Owner makes the payment on monthly basis, and sends report to GM CMTS.

ANNEXURE – 3

CAF Server Hardware Specification :

- 1) Blade Server: Qty 2(two) + 1(one) Spare.**
 - 2 CPU Intel Xeon Quad Core 2.3 GHZ or Higher.
 - 32 GB RAM.
 - 2 X 72 GB HDD SAS Hot Plug.
 - Fiber Channel Ports & Multi function ports.
 - Half Height.
- 2) Chassis (Enclosure) for Blade Server : QTY 1(one).**
 - Height :6U,Cooling : 6 active cool fans, Power : Single phase.
 - Blade chassis shall accommodate maxi. 6 Blade server with hot swappable HDD, Interconnect modules, power supplies with N+N redundancy, FANs & Mgmt module.
- 3) SAN(Storage Area Network)**
 - 5 TB expandable upto 12 TB.
 - 25 x 250GB Hot Plug SCSI HDD RAID 5
 - 5 x 250GB Hot Plug SCSI HDD as spare HDD
 - Sufficient managed switch with Gb/s ports connectivity for each blade server
- 4) Operating System : RHEL (Red Hat Enterprise Edition) Qty. 2 (Two)**
Rack : An industry standard 42U Rack.

SECTION- 4 Part A**GENERAL INSTRUCTIONS TO BIDDERS (GIB)****1.0 DEFINITIONS**

- (a) **"The Purchaser"** means the Bharat Sanchar Nigam Ltd. (BSNL), New Delhi
- (b) **"The Bidder"** means the individual or firm who participates in this tender and submits its bid.
- (c) **"The Supplier" or "The Vendor"** means the individual or firm supplying the goods under the contract.
- (d) **"The Goods/Services"** means all the equipment, machinery/services, and/or other materials which the Supplier is required to supply to the Purchaser under the contract.
- (e) **"The Advance Purchase/Work Order" or "Letter of Intent"** means the intention of Purchaser to place the Purchase/Work Order on the bidder.
- (f) **"The Purchase / Work Order"** means the order placed by the Purchaser on the Supplier signed by the Purchaser including all attachments and appendices thereto and all documents incorporated by reference therein. The purchase/work order shall be deemed as **"Contract"** appearing in the document.
- (g) **"The Contract Price"** means the price payable to the Supplier under the purchase/work order for the full and proper performance of its contractual obligations.
- (h) **"Validation"** is a process of testing the equipment as per the Generic Requirements in the specifications for use in BSNL network. Validation is carried out in simulated field environment and includes stability, reliability and environmental tests.
- (i) **"Telecom Service Provider"** means any Telecom operator in India, who is licensed by the Department of Telecommunications (DOT), Government of India to provide telecom services to the general public or to the other DOT licensed Telecom operators. "Telecom Service Provider" also refers to any Telecom operator in other countries providing telecom services to general public of that country or to other telecom operators of the same country.
- (j) **"Successful Bidder(s)"** means the bidder(s) to whom work in this tender is awarded.

2.0 ELIGIBILITY CONDITIONS:

- a) The bidder should have done scanning of 3 million pages in one year during any of the last three financial years 2010-11, 2011-12 & 2012-13, in India, for any one of

- (1) Telecom operator
- (2) Any Scheduled Bank
- (3) Government / PSU office

For the above, a certificate from the client has to be given showing quantum of work done and period. The name, address, phone number of the person has to be mentioned in the certificate.

- b) The firm should have turn over of a least Rs. **42 lac** per year during last three years (i.e. 2009-10, 2010-11 & 2011-12) and to submit audited accounts or certificate from Chartered Accountant showing the turnover of last three years **OR** Solvency Certificate for Rs. **11.2 lac** from any Schedule Bank.

3.0 COST OF BIDDING

- 3.1 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.

4.0 DOCUMENTS REQUIRED

- 4.1 The goods required to be supplied; bidding procedures and contract terms and conditions are prescribed in the Bid Documents. The contents of the Bid documents are specified in the covering letter.
- 4.2 The Bidder is expected to examine all instructions, forms, terms and specifications in the Bid Documents and clarifications/ amendments/ addenda, if any. 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 may result in rejection of the bid.

5.0 CLARIFICATION OF BID DOCUMENTS

- 5.1. A prospective bidder, requiring any clarification on the Bid Documents shall notify the Purchaser in writing by FAX or by Email of the Purchaser as 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 **21 days prior to the date of opening of the 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 BSNL in response to query raised by prospective bidders shall form an integral part of bid documents and shall amount to an amendment of the relevant clauses of the bid documents.

6.0 AMENDMENT OF BID DOCUMENTS

- 6.1 The Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, may modify bid documents by amendments prior to the date of submission of Bids with due notification to prospective bidders.
- 6.2 The amendments shall be notified in writing by FAX or Email or by Addendum through e-tendering portal (for tenders invited through e-tendering process) to all prospective bidders on the address intimated at the time of purchase of the bid document from the purchaser and these amendments will be binding on them.
- 6.3 In order to afford prospective bidders a reasonable time to take the amendment into account in preparing their bids, the purchaser may, at its discretion, extend the deadline for the submission of bids suitably.

7.0 DOCUMENTS COMPRISING THE BID

The bid prepared by the bidder shall ensure availability of the following components:

- (a) Documentary evidence establishing that the bidder is eligible to bid and is qualified to perform the contract if its bid is accepted in accordance with the clause 2 & 10.
- (b) Bid Security furnished in accordance with clause 12.
- (c) A Clause by Clause compliance as per clause 11.2 (c)
- (d) A Bid form and price schedule completed in accordance with clause 8 & 9.

8.0 BID FORM

- 8.1 The bidder shall complete the bid form and appropriate Price Schedule furnished in the Bid Documents, indicating the goods to be supplied, brief description of the goods, quantity and prices as per section- 9.

9.0 BID PRICES

- 9.1 The bidder shall give the total composite price inclusive of all Levies & Taxes i.e. Service Tax etc. The basic unit price and all other components of the price need to be individually indicated up to two decimal points only against the goods it proposes to supply under the contract as per the price schedule given in **Section 9 Part B**. Prices of incidental services should also be quoted. The offer shall be firm in Indian Rupees. No Foreign exchange will be made available by the purchaser.
- 9.2 Prices indicated in the Price Schedule shall be entered in the following

manner:

- (a) The Basic Unit price, service tax and any other Levies/ Charges already paid or payable by the supplier shall be quoted separately.
- (b) The supplier shall quote as per price schedule given in **Section 9 part B** for all the items given therein.

- 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 service offered.
- 9.5 "DISCOUNT if any, offered by the bidders shall not be considered unless specifically indicated in the price schedule. Bidders desiring to offer discount shall therefore modify their offers suitably while quoting and shall quote clearly net price taking all such factors like Discount, free supply, etc. into account".
- 9.6 The price approved by BSNL for procurement will be inclusive of levies and taxes, packing, forwarding, freight and insurance as mentioned in clause 9.1 subject to other terms and condition as stipulated in clause 22.2 of Section 4 Part A. and clause 11 of Sec-5 Part A of Bid-document. Unloading charges at the consignee end shall be borne by the supplier and no separate charges shall be paid for transportation to individual sites for installation.

10.0 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 whichever is required as per terms and conditions of Bid Documents.
 - a) Deleted
 - b) Additional documents to establish the eligibility and qualification of bidder as specified in Section-I and Section-4 Part B.
 - c) Deleted
 - d) Deleted
 - e) Power of Attorney as per clause 14.3 (a) and (d) and authorization for executing the power of Attorney as per clause 14.3 (b) or (c).
 - f) Documentary proof of applicable rate of ED/ CD/ Sales Tax/ VAT /Service Tax.
 - g) Undertaking duly signed by front bidder and its technology/ consortium partner stating that both of them shall be liable for due performance of the contract jointly and severally.
 - h) Certificates from all Directors of the bidder stating that none of their near relatives are working in BSNL in accordance with clause 34.
 - i) Certificate of incorporation.
 - j) Article or Memorandum of Association or partnership deed or proprietorship deed as the case may be.

- k) List of all Directors including their name(s), Director Identification Number(s) (DIN) and address (es) along with contact telephone numbers of office and residence.
- l) Registration certificate from State Director of Industries or from Secretariat for Industrial Assistance (SIA), Ministry of Industries, Government of India.
- m) Approval from Reserve Bank of India/ SIA in case of foreign collaboration.
- n) Current labour license

Note 1: Documents at S. No 10.1(g), (k), (l), (m) are applicable in case of tenders with estimated cost more than Rs 1 Crore.

10.2 Documentary evidence for financial and technical capability

- a) **The bidder shall furnish audited Annual Report showing Cumulative Turnover of last three financial years (i.e. 2009-10, 2010-11, 2011-12) of Rs. 42 lac (Rupees Forty Two lac only) OR a Solvency certificate from Scheduled bank to the extent of Rs. 11.2 lac (Rupees Eleven lac Twenty thousand only).**
- b) The bidder shall furnish documentary evidence about technical and production capability necessary to perform the contract.

10.3 In order to enable the Purchaser to assess the proven-ness of the system offered, the bidder shall provide documentary evidence regarding the system being offered by him.

10.4 The offered product has to be type approved. For this purpose, the supplier shall submit a sample type for evaluation. The sample would be evaluated for its ability to meet the technical specifications, manufacturability, reliability, testability, ease of installation, maintainability etc. Necessary documents to substantiate these attributes will have to be submitted at the time of application for approval by the supplier for obtaining type approval. Or In case goods offered have already been type approved/ validated by the Purchaser, documentary evidence to this effect shall be submitted by the bidder.

10.5 A signed undertaking from Authorized Signatory of the bidder that shall certify that all components/ parts/ assembly/ software used in the Desktops and Servers like Hard disk, Monitors, Memory etc. shall be original, new components/ parts/ assembly/ software and that no refurbished/ duplicate/ second hand components/ parts/ assembly/ software are being used or shall be used.

10.6. For supply of any software i.e. operating system or any applications software the bidder should submit a Certificate Of Authenticity (COA), signed by Authorized Signatory stating that all Software supplied are authentic and legal copy is/ are being supplied.

10.7 Documentary evidence/ Declaration to the effect that the type of software to be utilized in the system/ equipment i.e. Packaged/ Canned OR Customized shall be furnished by the bidder. In case of Packaged/ Canned, the portion of

value which represents consideration paid or payable for transfer of right to use such goods subject to provisions laid down in Central Excise/Custom Notifications”.

11.0 DOCUMENTS ESTABLISHING GOODS' CONFORMITY TO BID DOCUMENTS

- 11.1 Pursuant to clause 7, the bidder shall furnish, as part of its bid, documents establishing the conformity of its bid to the Bid Documents of all goods and services which he proposes to supply under the contract.
- 11.2 The documentary evidences of the "goods and services" conformity to the Bid Documents may be, in the form of literature, drawings, data etc. and the bidder shall furnish:
- (a) a detailed description of goods with essential technical and performance characteristics;
 - (b) a list, giving full particulars including available sources and current prices of all spare parts, special tools, etc., necessary for the proper and continuous functioning of the goods for a period of three years following commencement of use of the goods by the purchaser, and
 - (c) a clause-by-clause compliance on the purchaser's Technical Specifications and Commercial Conditions demonstrating substantial responsiveness to the Technical Specifications 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 the Technical Specifications (Section-3), General (Commercial) Conditions & Special (Commercial) Conditions, shall not be considered.
- 11.3 For the purpose of compliance to be furnished pursuant to the clause 11.2(c) above, the bidder shall note that the standards for the workmanship, material and equipment and reference to the brand names or catalogue number, designated by the Purchaser in its Technical specifications are intended to be descriptive only and not restrictive.

12.0 BID SECURITY / EMD

- 12.1 (i) The bidder shall furnish a bid security of amount as specified in detailed NIT (Section 1). The bidders (small scale units) who are registered with National Small Scale Industries Corporation UNDER SINGLE POINT REGISTRATION SCHEME are exempted from payment of bid security up to the amount equal to their monetary limit. OR Rupees Fifty 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 within two years of its presentation.

- The unit claiming concession of NSIC is required to submit its monthly turnover in support of its claim for meeting the delivery schedule.
 - (ii) If a vender registered with NSIC under single point registration scheme claiming concessional benefits is awarded work by BSNL and subsequently fails to obey any of the contractual obligation, he will be debarred from any further work/contract by BSNL for one year from the date of issue of such order.
- 12.2 Deleted
- 12.3 The bid security is required to protect the purchaser against the risk of bidder's conduct, which would warrant the forfeiture of bid security pursuant to para 12.8.
- 12.4 The bid security shall be submitted in the form as specified in clause 5 of detailed NIT (Section-1).
- 12.5 A bid not secured in accordance with Para 12.1 & 12.4 shall be summarily rejected by the Purchaser being non-responsive at the bid opening stage and archived unopened on e-tender portal for e-tenders & returned to the bidder unopened (for manual bidding process).
- 12.6 The bid security of the unsuccessful bidder will be returned/ discharged as promptly as possible and within 60 days of finalization of the tender but not later than 30 days after the expiry of the period of the bid validity prescribed by the purchaser pursuant to clause 13.
- 12.7 The successful bidder's bid security will be discharged upon the bidder's acceptance of the advance purchase order satisfactorily in accordance with clause 27 and furnishing the performance security, except in case of L-1 bidder, whose EMBG/EMD shall be released only after the finalization of ordering of complete tendered quantity in pursuance to clause no. 24.4 & 27.3 of this section..
- 12.8 The bid security may be forfeited:
 - a) If the bidder withdraws or amends its bid or impairs or derogates from the bid in any respect during the period of bid validity specified by the bidder in the bid form or extended subsequently; or
 - b) In the case of successful bidder, if the bidder fails to sign the contract in accordance with clause 28;
 - (c) The front bidder shall submit an irrevocable undertaking in non-judicial stamp paper of appropriate value duly signed by it and its technology/ consortium partner stating that both of them i.e. the front bidder and its technology/ consortium partner shall be liable for due performance of the contract jointly and severally, failing which both of them shall be liable to be barred from participating in future tenders/EOIs/ RFPs of BSNL for a period of two years.

13.0 PERIOD OF VALIDITY OF BIDS

- 13.1 Bid shall remain valid for period specified in clause 2 of Tender Information. A bid valid for a shorter period shall be rejected by the purchaser being non-responsive.
- 13.2 In exceptional circumstances, the purchaser may request the consent of the bidder for an extension to the period of bid validity. The request and the response 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 its bid security. A bidder accepting the request and granting extension will not be permitted to modify its bid.

14.0 FORMAT AND SIGNING OF BID

14.1. The bidder shall submit his bid, online (in case of e-tendering) & through sealed envelopes physically (in case of tenders with manual bidding process), complying all eligibility conditions, other terms and conditions of tender document to be read along with the clarifications and amendments issued in this respect. All the documents must be authenticated, using Digital Signature (in case of e-tendering) & by hand signatures (for manual bidding process), by the authorized person. The letter of authorization shall be indicated by written power-of-attorney accompanying the bid.

Note:-The Purchaser may ask the bidder(s) to supply, besides original bid, additional copy of bids as required by him.

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. All pages of the original bid, except for un-amended printed literatures, shall be digitally signed by the person or persons signing the bid.

14.3 Power of Attorney

- (a) The power of Attorney should be submitted and executed on the non-judicial stamp paper of appropriate value as prevailing in the concerned states(s) and the same be attested by a Notary public or registered before Sub-registrar of the state(s) concerned.
- (b) 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.
- (c) 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.
- (d) Attestation of the specimen signatures of such authorized signatory of the bid by the Company's/ firm's bankers shall be furnished. Name, designation, Phone number, mobile number, email address and postal address of the authorized signatory shall be provided.

15.0 SEALING AND MARKING OF BIDS

15.1 The bid should be submitted as per Clause 3 of tender information.

15.1.1 The bids may be called under

- a) Single stage bidding & Single envelope system OR
- b) Single Stage Bidding & Two Envelope System

The details of sealing & marking of bids in each case is given below:

15.1.2 In Single stage bidding & single envelope system, the bidder shall submit all the documents specified for Techno-commercial bid & Financial bid in a

single envelope. The cover shall contain the 'Original Copy' of the bids subject to clause 14.2. The envelope should be sealed by the personal seal of the bidder.

- 15.1.3 In Single stage bidding & two envelopes system, the bidder shall submit his bid in two envelopes;

The First envelope will be named as Techno-commercial bid. This envelope will contain documents of bidder's satisfying the eligibility / Technical & commercial conditions as per clause 2 & 10 with Bid Security as per Clause 12. Second envelope will be named as Financial bid containing Price Schedules as per Section 9 Part B.

The cover of first envelope shall contain the 'Original Copy' of the Techno-commercial bid, subject to clause 14.2, duly marked ' **TECHNO-COMMERCIAL BID** '. The cover of second envelope shall contain the 'Original Copy' of the financial bid, subject to clause 14.2, duly marked ' **FINANCIAL BID** '.

Both the envelopes should be sealed separately and further kept in a single main envelope under the personal seal of the bidder.

- 15.2 a) The envelopes shall be addressed to :

DE (Call Centre),
1st floor, Vastrapur Telephone Exchange Building,
Near Bimanagar, Vastrapur, Ahmedabad – 380015.

- b) The envelope shall bear the name of the tender, the tender number and the words '**DO NOT OPEN BEFORE**' (due date & time).
 - c) The inner and outer envelopes shall indicate the name and complete postal address of the bidder to enable the purchaser to return the bid unopened in case it is declared to be received 'late'.
 - d) Tender should be deposited in the tender box provided by tendering authority or sent by registered post or delivered in person on above mentioned address (address is given in Clause 15.2 (a) above). The responsibility for ensuring that the tenders are delivered in time would vest with the bidder.
 - e) Bids delivered in person on the day of tender opening shall be delivered upto specified time & date as stated in NIT to Section Officer (MMT) [in case of tenders invited by MMT section of BSNL C.O.] / concerned officer to be specified by tendering authority [In case of tenders invited from other units of BSNL CO./ Circles/ SSA of BSNL] at the venue (address is given in clause 15.2 (a) above). The purchaser shall not be responsible if the bids are delivered elsewhere.
 - f) Venue of Tender Opening:
Tenders will be opened in 1st floor, Vastrapur Telephone Exchange Building, Near Bimanagar, Vastrapur, Ahmedabad – 380015. at specified time & date as stated in NIT.
- 15.3 If both the envelopes are not sealed and marked as required at para 15.1 and 15.2, the bid shall be rejected.

16.0 SUBMISSION OF BIDS

- 16.1. Bids must be submitted by the bidders on or before the specified date & time indicated in Clause 6 of Section-I i.e. DNIT.
- 16.2 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 subjected to the extended deadline.
- 16.3 The bidder shall submit its bid offer against a set of bid documents purchased by him for all or some of the systems/ equipment as per requirement of the Bid Documents. He may include alternate offer, if permissible as per the bid. However, not more than one independent and complete offer shall be permitted from the bidder.

17.0 LATE BIDS

- 17.1 No bid shall be accepted either online by E-Tender Portal or physically in case of manual bidding process after the specified deadline for submission of bids prescribed by the purchaser.

18 MODIFICATION AND WITHDRAWAL OF BIDS

- 18.1 The bidder may modify, revise or withdraw his bid after submission prior to deadline prescribed for submission of bid.
- 18.2 The bidder's modification, revision or withdrawal shall have to be online and digitally authenticated (in case of e-tendering) & physically (in case of manual bidding process) as per clause 15.
- 18.3 Subject to clause 20, no bid shall be modified subsequent to the deadline for submission of bids.

19.0 OPENING OF BIDS BY PURCHASER

- 19.1 The purchaser shall open bids online (in case of e-Tenders) or physically (in case of manual bidding process) in the presence of the authorized representatives of bidders online (in case of e-Tenders) or physically present (in case of e-Tenders as well as manual bidding process) who chose to attend, at time & date specified in Clause 7 of D NIT(Section-1) on due date. The bidder's representatives, who are present, shall sign in an attendance register. Authority letter to this effect shall be submitted by the authorized representatives of bidders before they are allowed to participate in bid opening (A Format is given in enclosed in **Section-7 C**).
- 19.2 A maximum of two representatives of any bidder shall be authorized and permitted to attend the bid opening.
- 19.3 Name of envelopes to be opened & information to be read out by Bid Opening Committee
 - (i) In Single stage bidding & single envelope system; techno-commercial bid & financial Bid will be opened on the date of tender opening given in NIT.

- (ii) In Single stage bidding & two envelopes system; the bids will be opened in 2 stages i.e. the techno-commercial bid shall be opened on the date of tender opening given in NIT. The financial bid will not be opened on the Date of opening of techno commercial bids in this case & sealed financial bids will be handed over to MM cell for retention. Thereafter the TEC will evaluate Techno-commercial bids & the report of TEC will be approved by competent authority. The financial bids of those bidders who are approved to be techno-commercially compliant by the competent authority, will be opened by TOC in front of techno commercially eligible bidders/ authorized representatives by sending them a suitable notice.
- (iii) The following information should be read out at the time of Techno-commercial bid opening:-
- a) Name of the Bidder
 - b) Name of the item
 - c) EMD amount & validity and acceptability
 - d) Information in respect of eligibility of the bidder.
 - e) Details of bid modification/ withdrawal, if applicable.
- (iv) The following information should be read out at the time of Financial bid opening:-
- a) Name of the Bidder
 - b) Name of the item
 - c) Quantities/prices quoted in the bid
 - d) Discount, if offered
 - e) Taxes & levies

- 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 venue remaining unaltered.

20.0 CLARIFICATION OF BIDS

- 20.1 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 the clarification and the response shall be in writing. However, no post bid clarification at the initiative of the bidder shall be entertained.
- 20.2 If any of the documents, required to be submitted along with the technical bid is found wanting, the offer is liable to be rejected at that stage. However the purchaser at its discretion may call for any clarification regarding the bid document within a stipulated time period. In case of non-compliance to such queries, the bid will be out rightly rejected without entertaining further correspondence in this regard.

21.0 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. Based on the quoted percentage of duties and taxes, Freight etc. the amounts quoted thereof shall be worked out and rounded off to 2 decimal points. If there is a 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.
- 21.3 If there is a discrepancy between words and figures, the amount in words shall prevail. If the supplier does not accept the correction of the errors, its bid shall be rejected.
- 21.4 Prior to the detailed evaluation pursuant to clause 22, the Purchaser will determine the substantial responsiveness of each bid to the Bid Document. For purposes of these clauses, a substantially responsive bid is one which confirms to all the terms and conditions of the Bid Documents without material deviations. The purchaser's determination of bid's responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence.
- 21.5 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.
- 21.6 The Purchaser may waive any minor infirmity or non-conformity or irregularity in a bid which doesn't constitute a material deviation, provided such waiver doesn't prejudice or affect the relative ranking of any bidder.

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 done on the basis of total composite rate to BSNL on the prices of the goods/service offered inclusive of taxes (but excluding CENVAT-able Duties & Taxes), Packing, Forwarding, Freight and Insurance charges etc. as arrived in Col. 4 of the price schedule in the Section-.9 Part B of the Bid-document after arithmetical correction in the manner laid down in clause 21.2 above.
- As stipulated in clause 9.1, Octroi/ Entry Taxes are not to be included in the composite price and hence the same will not be considered for the purpose of evaluation and comparison of responsive bids. However, Octroi/ Entry Taxes will be paid extra. as per actual wherever applicable on production of proof of payment/relevant invoices/documents.

- (a) "Duties & Taxes for which the firm has to furnish Cenvatable Challans/ Invoices will be indicated separately in the WO/AWO.

- (b) Vendors should furnish the correct E.D./Customs tariff Head in the price Schedule. If the credit for the Duties and Taxes under CENVAT Credit Rules, 2004 is found to be not admissible at any stage subsequently owing to wrong furnishing of Tariff Head, then the vendors will be liable to refund such non-admissible amount, if already paid, along with penalty if charged by the concerned authority.
- (c) In case the Duties & Taxes which are non CENVAT-able as per the quotes indicated in the price schedule by the vendors and subsequently at any stage it is found that Credit for such Duties & Taxes is admissible as per CENVAT Credit Rules, 2004, then the vendors will be liable to refund the amount equivalent to such Duties & Taxes if already paid to them. However, the purchaser may allow the supplier to submit necessary documents in this regard which may enable the purchaser to avail the CENVAT credit provided such credit is still available for the amount so paid as per CENVAT Credit Rules 2004.
- (d) The purchaser reserves the right to ask the bidders to submit documentary proof confirming the correct Tariff Head from the E.D./Customs authority where the Tariff Head furnished against the particular tendered item by different bidders differs from each other or the same is found apparently not furnished in accordance with E.D./ Customs Tariff notifications.
- (e) "If the supplier fails to furnish necessary supporting documents i.e. Excise/ Customs invoices etc. in respect of the Duties/taxes which are Cenvatable, the amount pertaining to such Duties/ Taxes will be deducted from the payment due to the firm."

23.0 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 modify its bid or influence the purchaser in the purchaser's bid evaluation, bid comparison or contract award decision shall result in the rejection of the bid.

24.0 PLACEMENT OF ORDER

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

- 24.2 The ordering price of any bidder shall not exceed the lowest evaluated package price.
- 24.3. The purchaser reserves the right for the placement of order of entire tendered quantity on the bidder with the lowest evaluated price.
- 24.4 In the event of L2 and so on bidders refusing to accept its package de rated to the price of L1 bidder, BSNL reserves the right to place the order for entire quantity to the L1 bidder. It is mandatory for the L1 bidder to accept such an offer (second AWO) at evaluated L-1 price and shall perform the whole contract as envisaged in the tender document. The additional quantity, due to non-acceptance of respective quantity by L2 and/or L3 and so on bidders, as envisaged in clause 3 (Distribution of Quantity) in section 4 Part B, shall be supplied by the L-1 bidder as part of whole contract.
- 24.5 The validity of tender shall be **ONE year (Twelve months)** from the date of **Advance Work Order(AWO)**.

25. PURCHASER'S RIGHT TO VARY QUANTITIES

- (a) BSNL reserves the right to increase or decrease up to **25%** of the quantity of goods/services specified in the schedule of requirements without any change in the unit price or other terms and conditions at the time of award of contract.
- (b) BSNL also reserves the right for placement of additional order or up to 50% of the additional quantities of goods/services contained in the running tender/ contract within a period of **twelve months** from the date of acceptance of first AWO in the tender at the same rate or a rate negotiated (downwardly) with the existing venders considering the reasonability of rates based on prevailing market conditions and the impact of reduction in duties and taxes etc. and supplies to be obtained within delivery period scheduled afresh.
- (c) In exceptional situation where the requirement is of an emergent nature and it is necessary to ensure continued supplies from the existing venders, the purchaser reserves the right to place repeat order up to 100% of the quantities of goods/services contained in the running tender /contract within a period of **twelve months** from the date of acceptance of first AWO in the tender at the same rate or a rate negotiated (downwardly) with the existing venders considering the reasonability of rates based on prevailing market conditions and the impact of reduction in duties and taxes etc. Exceptional situation and emergent nature should be spelt out clearly detailing the justification as well as benefits accrued out of it and loss incurred in case this provision is not invoked and approved by the authority competent to accord administrative and financial approval for the procurement calculated on the basis of total procurement i.e. initial and proposed add-on quantity.

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 without thereby incurring any liability to the affected bidder or bidders on the grounds of purchaser's action.

27. ISSUE OF ADVANCE PURCHASE/WORK ORDER

27.1. The issue of an Advance Purchase/Work Order shall constitute the intention of the Purchaser to enter into contract with the bidder.

27.2 The bidder shall within 14 days of issue of the advance purchase/work order, give its acceptance along with performance security in conformity with the proforma provided with the bid document at **Section-7B**.

27.3 L-1 bidder may be issued Advanced Purchase/Work Order (AWO) in two stages. The first APO shall be issued for L-1 quantity as defined in clause above. The second AWO may be issued to L-1 bidder only when the Purchaser exercises the right for placement of order on balance tendered quantity on the bidder with the lowest evaluated price in conformity to Clause 24.3 & 24.4 of Section 4 Part A.

28. SIGNING OF CONTRACT

28.1 The issue of Purchase/Work order shall constitute the award of contract on the bidder.

28.2 Upon the successful bidder furnishing performance security pursuant to clause 27, the Purchaser shall discharge the bid security in pursuant to clause 12, except in case of L-1 bidder, whose EMBG/ EMD shall be released only after finalization of ordering of complete tendered quantity in pursuance to clause no. 24.4 & 27.3 of this section..

29. ANNULMENT OF AWARD

Failure of the successful bidder to comply with the requirement of clause 27 & 28 shall constitute sufficient ground for the annulment of the award and the 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.

30. QUALITY ASSURANCE REQUIREMENTS

The supplier shall have Quality Management System supported and evidenced by the following:

- a) A Quality Policy.
- b) A management representative with authority and responsibility for fulfilling QA requirements and for interfacing with purchaser in the matters of Quality.
- c) Procedure for controlling design/ production engineering, materials, choice of components/vendors, manufacturing and packaging process for supplying quality products.

- d) System of Inward Good/Service Inspection.
- e) System to calibrate and maintain required measuring and test equipment.
- f) System for tracing the cause for non-conformance (traceability) and segregating product which don't conform to specifications.
- g) Configuration management and change-control mechanism.
- h) A quality plan for the product.
- i) Periodical internal quality audits.
- j) A 'Quality Manual' detailing the above Or infrastructure assessment certificate and Type Approval Certificate (TAC)/ Technical Specifications Evaluation Certificate (TSEC) issued by "QA Circle" shall be furnished.

31. **REJECTION OF BIDS**

31.1 While all the 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 these shall result in outright rejection of the bid.

- a) Clauses 12.1, 12.2 & 13.1 of Section- 4 Part A: The bids will be rejected at opening stage if Bid security is not submitted as per Clauses 12.1 & 12.2 and bid validity is less than the period prescribed in Clause 13.1 mentioned above.
- b) Clause 2 & 10 of Section-4Part A: If the eligibility condition as per clause 2 of Section 4 Part A is not met and/ or documents prescribed to establish the eligibility as per Clause 10 of section 4 Part A are not enclosed, the bids will be rejected without further evaluation.
- c) Clause 11.2 (c) of Section-4 Part A: If clause-by-clause compliance as well as deviation statements as prescribed are not given, the bid will be rejected at the stage of primary evaluation.
- d) While giving compliance to Section-5 Part A, General Commercial conditions, Section-4 Part B, Special Instructions to Bidders, Section-5B Special (Commercial) Conditions of Contract and Section-3 Technical Specifications ambiguous words like "Noted", "Understood", "Noted & Understood" shall not be accepted as complied. Mere "Complied" will also be not sufficient, reference to the enclosed documents showing compliances must be given.
- e) Section-9 Price Schedule: Prices are not filled in as prescribed in price schedule.
- f) Section-4 Part A clause 9.5 on discount which is reproduced below:-
"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".

- 31.2 Before outright rejection of the Bid by Bid-opening team for non-compliance of any of the provisions mentioned in clause 31.1(a), 31.1(b) of Section-4PartA, 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 the Bid opening team immediately but in no case after closing of the tender process with full justification quoting specifically the violation of tender condition if any.
- 31.3 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 the signatures of some of the desirous representatives of the participating bidder/companies present on the occasion.
- 31.4 The in-charge of Bid opening team will mention the number of bids with the name of the company found unsuitable for further processing on the date of tender opening and number of representations received in Bid opening Minutes and if Bid opening team is satisfied with the argument of the bidder/company mentioned in their representation and feel that there is prima-facie fact for consideration, the in-charge of the bid opening team will submit the case for review to Officer competent to approve the tender as early as possible preferably on next working day and decision to this effect should be communicated to the bidder company within 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 P.O. against the instant tender.
- 31.5 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 participants desirous to be present on the occasion.

32. Purchaser's right to disqualify

Purchaser reserves the right to disqualify the supplier for a suitable period (not less than one year & not more than 2 years) who habitually failed to supply the equipment in time. Further, the suppliers whose equipment does not perform satisfactory in the field in accordance with the specifications may also be disqualified for a suitable period (not less than one year & not more than 2 years) as decided by the purchaser.

33. PURCHASER'S RIGHT TO BAN BUSINESS DEALINGS

Purchaser reserves the right to bar the bidder from participating in future tenders/EOIs/ RFPs of BSNL for a period of two years in case he fails to honour its bid without sufficient grounds.

34. NEAR-RELATIONSHIP CERTIFICATE

- 34.1. The bidder should give a certificate that none of his/ her near relative, as defined below, is working in the units where he is going to apply for the tender. 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 and full time Directors of PSUs both state and central. 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.
- 34.2. The Company or firm or the person will also be debarred for further participation in the concerned unit.
- 34.3 The near relatives for this purpose are defined as:-
- (a) Members of a Hindu undivided family.
 - (b) They are husband and wife.
 - (c) The one is related to the other in the manner as father, mother, son(s) & Son's wife (daughter in law), Daughter(s) and daughter's husband (son in law), brother(s) and brother's wife, sister(s) and sister's husband (brother in law).
- 34.4. The format of the certificate is given in **Section 6 (B)**.

35. VERIFICATION OF DOCUMENTS AND CERTIFICATES

The bidder will verify the genuineness and correctness of all documents and certificates, including experience/performance certificates, issued either by the bidder or any other firm / associate before submitting them in the bid. The onus of proving genuineness of the submitted documents would rest with the bidder.

As per requirement of the tender's conditions, if any document / paper / certificate submitted by the participant bidder is found to be false / fabricated / tempered / manipulated at any stage during bid evaluation or award of contract, then the bid security (EMBG) of the bidder would be forfeited and the bidder would be disqualified from the tender. Action would also be taken for banning of business dealing with the defaulting firm. In case contract has already awarded to the bidder, then PBG would be forfeited and the contract would be rescind / annulled and BSNL would be at liberty to procure the ordered goods and services from any other source at the risk and cost of the defaulting bidder. Action would also be taken for banning business dealing with the defaulting firm.

36. Security Clause as per latest guidelines and requirement

Mandatory Licensing requirements with regards to security related concerns issued by the Government of India from time-to-time shall be strictly followed and appropriate clauses shall be added in all bid documents. Necessary guidelines in this regard shall be issued separately.

37. deleted

SECTION- 4 Part B**SPECIAL INSTRUCTIONS TO BIDDERS**

The Special Instructions to Bidders shall supplement the 'Instructions to Bidders' and in case of any conflict with those in Section-4 Part A i.e. GENERAL INSTRUCTIONS TO BIDDERS (GIB), the provisions herein shall prevail.

1. Eligibility Conditions

- a) The bidder should have done scanning of 3 million pages in one year during any of the last three financial years 2010-11, 2011-12 & 2012-13, in India, for any one of
 - (1) Telecom operator
 - (2) Any Scheduled Bank
 - (3) Government / PSU office

For the above, a certificate from the client has to be given showing quantum of work done and period. The name, address, phone number of the person has to be mentioned in the certificate.

- b) The firm should have turn over of a least Rs. **42 lac** per year during last three years (i.e. 2009-10, 2010-11 & 2011-12) and to submit audited accounts or certificate from Chartered Accountant showing the turnover of last three years **OR** Solvency Certificate for Rs. **11.2 lac** from any Schedule Bank.

2 . Bid Security

The bank guarantee/DD so submitted shall be as per the format given in Section-7A on prescribed judicial paper with stamps of proper value and should contain full address of the issuing branch of the bank with its telephone number and FAX number.

3. Distribution of Quantity

- (i) The Purchaser intends to limit the number of technically and commercially responsive **2(Two)** bidders from the list of such bidders arranged in increasing order of their evaluated prices starting from the lowest for the purpose of ordering against this tender. **However, the purchaser reserves the right for the placement of order of entire tendered quantity on the bidder with the lowest evaluated price.** The distribution of the quantity shall be as given in Table 1 below.

Table 1

No. of Bidders to be approved (Col. 1)	Quantity allotted to the respective bidder (Col. 2)				
	L1	L2	L3	L4	L5 and so on
One bidder	100%	Nil	Nil	Nil	Nil
Two Bidders	60%	40%	Nil	Nil	Nil
Three Bidders	50 %	30 %	20 %	Nil	Nil
Four Bidders	40 %	30 %	20 %	10 %	Nil
More than four bidders	40%	In the inverse ratio of their evaluated quoted prices			

- (ii) In the event of any of the eligible bidder(s) not agreeing to supply the equipment/service or not being considered by BSNL for ordering the equipment/service, inter-se ranking of the bidders below the aforesaid bidder(s) will be recast to fill up the vacated slot(s). This will be done to ensure that the number of bidders on which order for supply of equipment/service to be placed remains same as specified in the tender.
- (iii) If two or more bidders quote the same composite price, their bids will be treated as one bid for the purpose of determining the total order quantity for them as per the paragraph 3.1 above. The total order quantity so determined will be equally distributed among such bidders. In such situation, the number of bidders on whom the orders are placed may not be limited to the maximum number as indicated in paragraph 3.1 above.
- (iv) BSNL reserves the right to depart from the above guidelines as indicated in paragraphs 3.1 and 3.3 above for distribution of order quantities amongst successful bidders depending upon the urgency and other factors prevailing at the time of evaluating the bids.
- (v) The bidder shall quote for full tendered quantity. Offers for lesser quantity may be ignored.**

Note: De-rating factor shall be calculated for determination of ordering price in r/o L-2 & others based on L-1 price.

SECTION-5 Part A**GENERAL (COMMERCIAL) CONDITIONS OF CONTRACT****1. APPLICATION**

The general condition shall apply in contracts made by the purchaser for the procurement of goods/services.

2. STANDARDS

The goods/services supplied under this contract shall conform to the standards prescribed in the Technical Specifications mentioned in section - 3.

3. PATENT RIGHTS

The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the goods/services or any part thereof in Indian Telecom Network.

4. PERFORMANCE SECURITY

4.1 All suppliers (including MSEs who are registered with the designated MSME bodies, like National Small Scale Industries Corporation etc. shall furnish performance security to the purchaser for an amount equal to 5% of the value of Advance purchase order within 14 days from the date of issue of Advance Purchase Order by the Purchaser.

4.2 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the supplier's failure to complete its obligations under the contract.

4.3 The performance security Bond shall be in the form of Bank Guarantee issued by a scheduled Bank and in the proforma provided in '**Section-7B**' of this Bid Document.

4.4 The performance security Bond will be discharged by the Purchaser after completion of the supplier's performance obligations including any warranty obligations under the contract.

5. INSPECTION AND TESTS

5.1 The Purchaser or its representative shall have the right to inspect and test the work as per prescribed test schedules for their conformity to the specifications. Where the Purchaser decides to conduct such tests on the premises of the supplier or its subcontractor(s), all reasonable facilities and assistance like Testing instruments and other test gadgets including access to drawings and production data shall be furnished to the inspectors at no charge to the purchaser.

5.2 Should any inspected or tested work fail to conform to the specifications the purchaser may reject them and the supplier shall either replace the rejected goods or make all alterations necessary to meet Specification / requirements

- free of cost to the purchaser.
- 5.3 Notwithstanding the pre-supply tests and inspections prescribed in clause 5.1 & 5.2 above, the equipment and accessories on receipt in the Purchaser's premises will also be tested during and after installation before "take over" and if any equipment or part thereof is found defective, the same shall be replaced free of all cost to the purchaser as laid down in clause 5.4 below.
- 5.4 If any equipment 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 Supplier notice setting forth details of such defects or failure and the supplier 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 supplier 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 the supplier the whole or any portion of equipment as the case may be, which is defective or fails to fulfill the requirements of the contract. The cost of any such replacement made by the purchaser shall be deducted from the amount payable to the supplier.
- 5.5 When the performance tests called for have been successfully carried out, the inspector / ultimate consignee will forthwith issue a Taking Over Certificate. The inspector /ultimate consignee shall not delay the issue of any "taking Over Certificate" contemplated by this clause on account of minor defects in the equipment which do not materially affect the commercial use thereof provided that the supplier shall undertake to make good the same in a time period not exceeding six months. The Taking Over Certificate shall be issued by the ultimate consignee within six weeks of successful completion of tests. In this case, BCPC (Bills Copy Payable Challan) shall be equivalent to "Taking Over Certificate", issuance of which shall certify receipt of goods in safe and sound condition. However, they shall not discharge the supplier of their warranty obligation. BCPC in respect of last consignment against the purchase order will be equivalent to "Taking Over Certificate".
- 5.6 Nothing in clause 5 shall in any way release the Supplier from any warranty or other obligations under this contract.

6. DELIVERY AND DOCUMENTS

- 6.1 Delivery of the goods/services and documents shall be made by the supplier in accordance with the terms specified by the purchaser in its schedule of requirements and special conditions of contracts, and the goods/service shall remain at the risk of the supplier until delivery has been completed. The delivery of the equipment/service shall be to the ultimate consignee as given in the purchase/work order.
- 6.2 The delivery of the goods/services and documents shall be completed within time frame stated in Clause 6 of Section-2 (Tender information).

- 6.3 All Technical assistance for installation, commissioning and monitoring of the equipment shall be provided by the Supplier at no extra cost during laboratory evaluation, validation/ type approval and field trial, if any.
- 6.4 The extension of delivery period against the purchase order, if any, should be granted subject to the condition that BSNL shall have the absolute right to revise the price(s) and also to levy penalty for the delayed supplies.

7. TRAINING

- 7.1 The bidder shall provide training for installation and maintenance staff of the purchaser free of cost where required.
- 7.2 The bidder shall specify in its bid the number of trainees, quantum of proposed training, pre-training qualifications required of the trainees and duration of the proposed training.
- 7.3 The bidder shall provide all training material and documents.
- 7.4 Conduct of training of the purchaser's personnel shall be at the suppliers' plant and/or on-site in assembly start-up operation, maintenance and/or repair of the supplied goods/services.

8. INCIDENTAL SERVICES

The supplier may be required to provide any or all of the following services:

- (a) Performance or supervision of on-site assembly and/or start-up of the supplied Goods/Services;
- (b) Furnishing of tools required for assembly and/or maintenance of supplied Goods/Services;
- (c) Performance of supervision or maintenance and/or repair of the supplied Goods/Services, for a period of time agreed by the parties provided that this service shall not relieve the supplier of any warranty obligations under this contract.

9. SPARES

- 9.1 The supplier shall be required to provide a list of the following material and notifications pertaining to spare parts manufactured or distributed by the supplier of spares including cost and quantity considered for arriving at the price of spares in Sec-4 Part A clause 9.
 - (a) Such spare parts as the purchaser may elect to purchase from the supplier provided that such purchase shall not relieve the supplier of any warranty obligation under the contract.
 - (b) In the event of termination of production of the spare parts, the supplier shall:
 - (i) give advance notification to the purchaser pending termination (not less than 2 years), in sufficient time to enable the purchaser to procure life time spare; and
 - (ii) following such advance intimation of termination, furnish at no cost to the purchaser, the blue prints, drawings and specifications of spare parts, if and when requested.

- 9.2 .Over a period of three years starting from the date of final acceptance, the supplier shall supply, at its own cost, all necessary spares which have not been included in the offer as part of the requirement. These spares should be supplied within a maximum period of 30 days from the notification by the purchaser of its need.

10. WARRANTY

- 10.1 The supplier shall warrant that the stores/services to be supplied shall be new and free from all defects and faults in materials used, workmanship and manufacture and shall be of the highest grade and consistent with the established and generally accepted standards for materials of the type ordered and shall perform in full conformity with the specifications and drawings. The supplier shall be responsible for any defect that may develop under the conditions 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 circuit design and/ or otherwise and shall remedy such defects at its own cost when called upon to do so by the Purchaser who shall state in writing in what respect the stores are faulty. This warranty shall survive inspection or payment for/ and acceptance of goods/services, but shall expire (except in respect of complaints notified prior to such date) twelve months after the stores/services have been taken over under clause 5.5 above.
- 10.2 If it becomes necessary for the Supplier to replace or renew any defective portion(s) of the equipment/service under this clause, the provisions of the clause 10.1 shall apply to the portion(s) of the equipment/service 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 supplier within a reasonable time, the Purchaser may proceed to get the defects remedied from other supplier etc., at the supplier's risk and expenses, but without prejudice to any other rights which the purchaser may have against the supplier in respect of such defects.
- 10.3 Replacement under warranty clause shall be made by the supplier free of all charges at site including freight, insurance and other incidental charges.

11. PAYMENT TERMS

- 11.1 Payment of specified percentage of the price as stated in clause 5 of Section-2 (Tender Information) shall be made on completion of work by consignee. For claiming this payment the following documents are to be submitted to the paying authority.
- (a) Invoice clearly indicating break up details of composite price i.e. Basic, Service Tax etc.

- (b) A certificate from the CAF GUI application report for successfully Sample Checked of the Scanned CAFs by SSA CAF Owner of SSAs.

- 11.2. No payment will be made for goods/services rejected at the site on testing.
- 11.3. The bidder has to give the mandate for receiving payment costing Rs.1 lakhs and above electronically and the charges, if any, levied by bank has to be borne by the bidder/ contractor/supplier. The bidder company is required to give the following information for this purpose:-
 - (a) Beneficiary Bank Name:
 - (b) Beneficiary branch Name:
 - (c) IFSC code of beneficiary Branch
 - (d) Beneficiary account No.:
 - (e) Branch Serial No. (MICR No.):

12. PRICES

- 12.1 Prices charged by the supplier for goods/services delivered and services performed under the contract shall not be higher than the prices quoted by the Supplier in its Bid except for variation caused by change in taxes/ duties as specified in Clause-12.2 mentioned below.
- 12.2 For changes in taxes/ duties during the scheduled delivery period, the unit price shall be regulated as under:
 - (a) Prices will be fixed at the time of issue of purchase 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 delivery period, purchaser shall take the benefit of decrease in these 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 delivery period, the purchaser shall revise the prices as per new duties/ taxes for the supplies, to be made during the remaining delivery period as per terms and conditions of the purchase order.
- 12.3 Any increase in taxes and other statutory duties/ levies, after the expiry of the delivery date shall be to the supplier's account. However, benefit of any decrease in these taxes/duties shall be passed on to the Purchaser by the supplier. The total price is to be adjusted (by reducing the basic price) with increased duties and taxes as per price mentioned in PO./Work order.

13. CHANGES IN PURCHASE/WORK ORDERS

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

- (a) drawings, designs or specifications, where Goods/Services 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 delivery; or
- (d) the services to be provided by the supplier.

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

14. SUBCONTRACTS

The Supplier shall notify the Purchaser in writing of all subcontracts awarded under this contract if not already specified in its bid. Such notification, in its original bid or later shall not relieve the supplier from any liability or obligation under the Contract.

15. DELAYS IN THE SUPPLIER'S PERFORMANCE

- 15.1 Delivery of the Goods/Services and performance of the services shall be made by the Supplier in accordance with the time schedule specified by the purchaser in its purchase/work order. In case the supply is not completed in the stipulated delivery period, as indicated in the Purchase/Work Order, purchaser reserves the right to short-close/ cancel this purchase /work order and/ or recover liquidated damage charges. The cancellation/ short-closing of the order shall be at the risk and responsibility of the supplier and purchaser reserves the right to purchase balance unsupplied item at the risk and cost of the defaulting vendors.
- 15.2 Delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to any or all of the following sanctions:
- (a) forfeiture of its performance security,
 - (b) imposition of liquidated damages, and/ or
 - (c) Short closure of the contract in part or full and/ or termination of the contract for default.
- 15.3 If at any time during the performance of the contract, the supplier encounters condition impeding timely delivery of the goods/services and performance of service, the supplier shall:
- (a) Promptly notify to the Purchaser in writing the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier'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 20 weeks or as per provisions of clause 16.2 Section-5A as per provision given below :

- (b) The vendor has to submit their request for extension along with the undertaking as per clause 24 Section-5A (Fall Clause) and a copy of QA inspection certificate at least two weeks before the expiry of delivery period. The vendor shall also submit unconditional acceptance of the conditions for delivery period extension i.e. applicability of liquidated damages, prices to be provisional and to be regulated as per clauses 12.3 and 24 of section-5A and submission of additional BG, wherever applicable. The decision regarding extension shall be communicated within two weeks of the receipt of request and after receipt of the unconditional acceptance and the undertaking mentioned above.
 - (c) In case extension is being granted beyond 20 weeks then the vendor shall submit additional BG while seeking extension. For piecemeal items the amount of additional BG shall be 5% of the value of balance quantity of items to be supplied for which extension in delivery period has been sought. In case of infrastructure/turnkey projects other than as stated above, 1% of the total project value shall be the value for additional BG. The additional BG shall be valid for six months beyond extension of delivery period sought and shall be discharged after the full ordered quantity has been supplied to the ultimate consignee within the last extended delivery period on submission of inspection certificate from QA and consignee receipt without prejudice to the other remedies available to the purchaser.
 - (d) If the vendor fails to deliver the full ordered quantity even during extended delivery period then the PO/WO shall be short-closed and the Performance Bank Guarantee as well as additional BG shall be forfeited.
- 15.4 If the supplies are not completed in the extended delivery period, the purchase/work order shall be short-closed and both the Performance securities shall be forfeited.

16. LIQUIDATED DAMAGES

- 16.1 The date of delivery of the stores/services stipulated in the acceptance of the tender should be deemed to be the essence of the contract and delivery must be completed not later than the dates specified therein. Extension will not be given except in exceptional circumstances. Should, however, deliveries be made after expiry of the contracted delivery period, without prior concurrence of the purchaser and be accepted by the consignee, such delivery will not deprive the purchaser of its right to recover liquidated damage under clause 16.2 below. However, when supply is made within 21 days of the contracted original delivery period, the consignee may accept the stores/services and in such cases the provision of clause 16.2 will not apply. Further, DP extension for this grace period of 21 days shall not be necessary.
- 16.2 While granting extension of delivery period as per clause 15.3, the liquidated damages shall be levied as follows:

- (a) Should the supplier fails to deliver the store or any consignment thereof within the period prescribed and agreed for delivery, the purchaser, without prejudice to other remedies available to the purchaser shall be entitled to recover, as agreed liquidated damages for breach of contract, a sum equivalent to 0.5% of the value of the delayed supply and/ or undelivered material/ supply for each week of delay or part thereof for a period up to 10 (TEN) weeks, and thereafter at the rate of 0.7% of the value of the delayed supply and/ or undelivered material/ supply for each week of delay or part thereof for another TEN weeks of delay.
 - (b) DP extension beyond 20 weeks would not be generally allowed. The extension beyond 20 weeks may be decided in most exceptional circumstances on case to case basis, by the CGM concerned in case of tenders floated by Circles and by the Functional Director concerned in case tenders floated by Corporate Office, stating reasons and justifications for grant of extension of delivery period beyond 20 weeks.
 - (c) In the case of package supply/ turnkey projects when the delayed portion of the supply materially hampers installation and commissioning of the systems, LD charges shall be levied as above on the total value of the concerned package of the Purchase Order.
 - (d) Quantum of liquidated damages assessed and levied by the purchaser and decision of the purchaser thereon shall be final and binding on the supplier, further the same shall not be challenged by the supplier either before Arbitration tribunal or before the court. The same shall stand specifically excluded from the purview of the arbitration clause, as such shall not be referable to arbitration. However, when supply is made to the ultimate consignee within 21 days of QA clearance in the extended delivery period and the goods were dispatched within this delivery period, the consignee may accept the stores and in such cases the LD shall be levied up to the date of dispatch after QA clearance only.
 - (e) The total value of the liquidated damages as per above sub-clauses shall be limited to a maximum of **12% (Twelve percent)** i.e. LD shall be levied up to 20 weeks only as per provision at Para (a).
- 16.3 In cases where the scheduled delivery period is distributed month-wise or is in installments, the liquidated damages shall be imposed for delay in each scheduled month/ installment. Liquidated damages shall be calculated separately for quantities to be supplied in every month/ installment and the corresponding delay. If the supplier supplies full quantity before the expiry of the scheduled delivery period of the last month/ installment but there is delay in month-wise/ installment-wise supply, then also liquidated damages shall be levied on the supplies against the earlier months/ installments that have been delayed. Twenty (20) weeks for the purpose of additional BG and grant of DP extension shall be counted from the last month/ installment.
- 16.4 Wherever Clause of grace period of 21 days exists in the Purchase/Work Order as well as in the Tender document against which the Purchase/Work Order has been released, applicability of the grace period shall be subject

to:

- (a) The Store /Services has been offered to 'QA' by the Supplier for Inspection/Testing within the contracted original delivery period.
- (b) 'QA' has cleared the equipment/service for dispatch within the contracted original delivery period.
- (c) The Supplier has carried out dispatch/ dispatched the equipment with in contracted original delivery period. For claiming benefit of grace period, the supplier shall have to satisfy the Paying Authority by furnishing documents of dispatch confirming that it has actually dispatched the equipment within contracted original delivery period.
- (d) The Store has been received by the ultimate consignee within 21 days of the expiry of contracted original delivery period.
- (e) The grace period of 21 days shall be allowed only in those cases which fulfill all the conditions given in Para (a) to (d) above. During grace period no LD charges shall be levied.

Note : deleted.

17. FORCE MAJEURE

- 17.1 If, at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reasons of any war or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (hereinafter referred to as events) provided notice of happenings of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any claim for damages against other in respect of such non-performance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such an event come to an end or cease to exist, and the decision of the Purchaser as to whether the deliveries have been so resumed or not shall be final and conclusive. Further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reasons of any such event for a period exceeding 60 days, either party may, at its option, terminate the contract.
- 17.2 Provided, also that if the contract is terminated under this clause, the Purchaser shall be at liberty to take over from the Supplier at a price to be fixed by the purchaser, which shall be final, all unused, undamaged and acceptable materials, bought out components and stores in course of manufacture which may be in possession of the Supplier at the time of such termination or such portion thereof as the purchaser may deem fit, except such materials, bought out components and stores as the Supplier may with the concurrence of the purchaser elect to retain.

18. TERMINATION FOR DEFAULT

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

- (a) if the supplier fails to deliver any or all of the goods/services within the time period(s) specified in the contract, or any extension thereof granted by the purchaser pursuant to clause 15;
- (b) if the supplier fails to perform any other obligation(s) under the Contract; and
- (c) if the supplier, in either of the above circumstances, does not remedy its failure within a period of 15 days (or such longer period as the purchaser may authorize in writing) after receipt of the default notice from the purchaser.

18.2 In the event the purchaser terminates the contract in whole or in part pursuant to Para 18.1 the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods similar to those undelivered and the supplier shall be liable to the Purchaser for any excess cost for such similar goods/services. However the supplier shall continue the performance of the contract to the extent not terminated.

19. TERMINATION FOR INSOLVENCY

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

20. ARBITRATION

20.1 In the event of any question, dispute or difference arising under this agreement or in connection therewith (except as to the matters, the decision to which is specifically provided under this agreement), the same shall be referred to the sole arbitration of the CHIEF GENERAL MANAGER TELECOMUNICATION, GUJARAT CIRCLE AHMEDABAD or in case his designation is changed or his office is abolished, then in such cases 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 CHIEF GENERAL MANAGER TELECOMUNICATION, GUJARAT CIRCLE AHMEDABAD or by whatever designation such an officer may be called (hereinafter referred to as the said officer), and if the CGMT, GUJARAT CIRCLE AHMEDABAD or the said officer is unable or unwilling to act as such, then to the sole arbitration of some other person appointed by the CGMT, GUJARAT CIRCLE AHMEDABAD or the said officer. The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act 1996 as amended from time to time. There will be no objection to any such appointment on the ground that the arbitrator is a Government 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 Government 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 CHIEF GENERAL MANAGER TELECOMUNICATION, GUJARAT CIRCLE AHMEDABAD or the said officer shall appoint another person to act as an 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.

- 20.2 The arbitrator may from time to time with the consent of both the parties enlarge the time frame for making and publishing the award. Subject to the aforesaid, Arbitration and Conciliation Act, 1996 and the rules made there under, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause.
- 20.3 The venue of arbitration shall be O/o The CGMT, Gujarat Telecom Circle, BSNL at Ahmedabad and/or Circle/SSA HQ or the office of the Arbitrator situated at Ahmedabad or at the respective Territorial Circle/SSA HQ, as the case may be.

21. SET OFF

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

22. INTIMATION OF SUPPLY STATUS

The bidders, who are given Purchase/Work Orders, must give the details of the supplies made against all the Purchase/Work Orders every month on the first working day of the following month to DE(Call Centre), O/o GM(CMTS), Ahmedabad or to the concerned user branches of BSNL/Ordering Authority.

23. DETAILS OF THE PRODUCT

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

24. FALL CLAUSE

- 24.1 The prices once fixed will remain valid during the scheduled delivery period except for the provisions in clause 12.1 of Section-5A. Further, if at any time during the contract

(a) It comes to the notice of 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 equipment/ service are less than the prices chargeable under the contract.

24.2 The purchaser, for the purpose of delivery period extension, if any, will determine and intimate the new price, taking into account various related aspects such as quantity, geographical location 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 delivery period and the 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 responsibility of the supplier and the purchaser reserves the right to purchase the balance unsupplied quantity/ service at the risk and cost of the defaulting vendor besides considering the forfeiture of its performance security.

24.3 The vendor while applying for extension of time for delivery of equipment/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 for scheduled delivery period."*

24.4 In case under taking as in Clause 24.3 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 delivery period.

25. COURT JURISDICTION

25.1 Any dispute arising out of the tender/ bid document/ evaluation of bids/ issue of AWO shall be subject to the jurisdiction of the competent court at the place from where the NIT/ tender has been issued.

25.2 Where a contractor has not agreed to arbitration, the dispute/ claims arising out of the Contract/ WO entered with him shall be subject to the jurisdiction of the competent Court at the place from where Contract/ WO has been issued. Accordingly, a stipulation shall be made in the contract as under.

"This Contract/WO is subject to jurisdiction of Court at Ahmedabad only".

26. INTEREST ON DEFERRED CLAIM

No interest on any deferred claim of the supplier arising out of this contract shall payable in any case whatsoever.

SECTION – 5 Part B**SPECIAL (COMMERCIAL) CONDITIONS OF CONTRACT (SCC)**

The Special (Commercial) Conditions of Contract (SCC) shall supplement General (Commercial) Conditions of Contract (GCC)) as contained in Section 5 Part A and wherever there is a conflict, the provisions herein shall prevail over those in Section 5 Part A i.e. General (Commercial) Conditions of Contract (GCC).

1. The following documents must be submitted along with the bid in the **Techno Commercial Bid**.
 - 1.1 i. Tender fee
 - ii. The bank guarantee for bid security or NSIC registration in respect of SSI units as prescribed under Clause 12, Section 4 Part A of the Bid Document.
- 1.2 The Bank Guarantee for bid security or NSIC Certificate for claiming exemption from submission of Bank Guarantee against bid security, as prescribed in the relevant clauses of the bid document and the Certificate from the client for scanning & uploading work (as per eligibility criterion) shall be submitted along with the bids in a separate cover. The Bank Guarantee so submitted shall be as per the format given in **Section 7 (A)** on prescribed judicial paper with stamps of proper value and should contain full address of the issuing branch of the bank with its telephone number and FAX number.
- 1.3 In case of bids not accompanied with documents as mentioned and in the manner in Clause 1.1 and 1.2 above, the cover containing commercial, technical and financial offers **SHALL NOT BE OPENED AND THE BID SHALL BE REJECTED**.
- 1.4 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.
2.
 - (i) The services will be accepted only after quality assurance tests are carried out by the Quality Assurance Wing of BSNL as per prescribed schedule.
 - (ii) The QA units of BSNL while clearing the services will strictly adhere to the package discipline as described in Work Order, Services made in full, as per Work Order, of all the packages during delivery period only will be deemed to have been supplied within the scheduled delivery period.
3. **DISTRIBUTION OF QUANTITY**
 - (i) The purchaser intends to limit the number of technically and commercially responsive bidders to **2(Two)** from the list of such bidders arranged in increasing order of their evaluated prices starting from the lowest for the purpose of ordering against this tender. However the purchaser reserves the right for the placement of order of entire tendered quantity on the bidder with the lowest evaluated price for all configurations.

- (ii) In the event of any of the eligible bidder not agreeing to supply the equipment or not being considered by BSNL for ordering the equipment, inverse ranking of the bidder below the aforesaid bidder will be recast to fill up the vacated slot(s). This will be done to ensure that the number of bidders supplying the equipment remains same as earlier.
- (iii) The bidder shall quote for full tendered quantity. Offers for lesser quantity may be ignored at the time of evaluating the bids.
- (iv) If two or more bidders quote the same composite price, their bids will be treated as one bid for the purpose of determining the total order quantity for them as per the paragraph 3 (i) above. The total order quantity so determined will be equally distributed amongst such bidders. In such situation, the number of bidders on whom the orders are placed may not be limited to the maximum number as indicated in paragraph 3 (i) above.
- (v) BSNL reserves the right to depart from the above guidelines for distribution of order quantities amongst successful bidders depending upon the urgency and other factors prevailing at the time of evaluating the bids or at the time of placing the AWO.
- (vi) In the event of L2 and so on bidders refusing to accept its package de rated to the price of L1 bidder, BSNL reserves the right to place the order for entire quantity to the L1 bidder. It is mandatory for the L1 bidder to accept such an offer (second APO) at evaluated L-1 price and shall perform the whole contract as envisaged in the tender document. The additional quantity, due to non-acceptance of respective quantity by L2 and/or L3 and so on bidders, as envisaged in clause3 (Distribution of Quantity) in section 4 Part B, shall be supplied by the L-1 bidder as part of whole contract.

4. DELIVERY SCHEDULE

- 4.1 Delivery of the Services and documents shall be made by the Supplier in accordance with the terms specified by the Purchaser in Technical Specifications and Special Conditions of the Contract, and the Services shall remain at the risk of the Supplier until delivery has been completed. The delivery of the Services shall be to the ultimate consignee as given in the Purchase/Work Order.
- 4.2 The delivery of Services and documents shall commence immediately on placement of purchase/work order on the vendors and be completed as per the delivery schedule given in the purchase/work order.
- 4.3 The Purchaser reserves the right to regulate the supplies within the scheduled delivery date. He can demand the maximum rate of supply as quoted in the bid offer by the Supplier or specify a lower rate of supply as and when required by issuing amendment to the Contract.
- 4.4 The extension of the delivery period against the purchase/work order, if any, it will be granted subject to the condition that BSNL shall have the absolute right to revise the price(s) and also to levy penalty for delayed supplies.

5. ADVANCE PURCHASE/WORK ORDER/ LETTER OF INTENT

The issue of Letter of Intent/ Advance Purchase/Work Order shall constitute the intention of the Purchaser to enter into the contract with the bidder. The Earnest Money / Bid Security shall be discharged upon the bidder after furnishing the Security Deposit for the Purchase/Work Order.

6. PERIOD OF VALIDITY OF BIDS

- 6.1 Bid shall remain valid for 150 days from the date of bid opening prescribed by the Purchaser. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.
- 6.2 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 7 shall also be suitably extended. A Bidder may refuse the request without forfeiting his bid security. A Bidder accepting the request and granting extension will not be permitted to modify his bid.

7. BID SECURITY (EARNEST MONEY)

- 7.1 The Bidder shall furnish as part of his bid, a bid security for an amount as mentioned in the Notice Inviting Tender. The Bidder (small scale units) who are registered with National Small Scale Industries Corporation (NSIC) under SINGLE POINT REGISTRATION SCHEME are exempted from payment of bid security up to the amount equal to their monetary limit or Rs. 50 Lakhs which ever is lower.
- A proof regarding current registration with NSIC for the tender terms will have to be attached along with bid.
 - The enlistment certificate issued by NSIC will not be permanent and should be renewed within 2 years of its presentation.
 - The unit claiming concession of NSIC is required to submit its monthly turn over in support of its claim for meeting the delivery schedule.
- 7.2 The bid security is required to protect the Purchaser against the risk of Bidder's conduct, which would warrant forfeiture of the bid security pursuant to Para 7.7.
- 7.3 The bid security shall be in the form of a Bank Guarantee issued by a scheduled bank in favor of the purchaser, valid for a period of **180 days** from the date of tender opening.
- 7.4 A bid not secured in accordance with paragraphs 7.1 & 7.3 above shall be rejected by the Purchaser as non-responsive at the bid opening stage and returned to the bidder unopened.
- 7.5 The bid security of the unsuccessful Bidder will be discharged/returned as promptly as possible as but not later than **30 days** after the expiry of the period of bid validity prescribed by the Purchaser pursuant to Clause 6.
- 7.6 The successful Bidder's bid security will be discharged upon their acceptance of the advance purchase/work order satisfactorily pursuant to Clause 27 of Section 4 Part-A, and furnishing the performance security.
- 7.7 **The bid security may be forfeited:**
 if a Bidder withdraws his bid during the period of bid validity specified by the Bidder in the Bid Form or
 in the case of a successful Bidder, if the Bidder fails
 i. to sign the contract in accordance with Clause 28 of Section 4 Part-A, or
 ii. to furnish performance security in accordance with Clause 27 of Section 4 Part-A.
- 7.8 In both the above cases, i.e. 7.7 (a) and (b), the bidder will not be eligible to participate in the tender for same item for one year from the date of issue of AWO. The bidder will not approach the court against the decision of BSNL in this regard.

8. PERFORMANCE SECURITY

All suppliers (including small scale units who are registered with the National Small Scale Industries Corporation under Single point registration Scheme) shall furnish performance security to the purchaser for an amount equal to 5% of the value of purchase order within 14 days from the date of issue of advance purchase order by the purchaser.

9. FIRMS REGISTERED WITH NSIC

- 9.1 An SSI firm having valid registration with the National Small Scale Industries Corporation (NSIC) for the Goods/Services as per specifications in the tender, under Single Point Registration Scheme shall be exempted from furnishing Bid security up to the monetary limit as mentioned in the said NSIC registration certificate subject to maximum exemption of Rs. 50 Lakhs (even for NSIC firms with monetary limit as "without limit"). They shall be required to furnish the Bid Security in excess of the said monetary limit. .
- 9.2 In case the registration of the bidder/supplier with NSIC becomes invalid due to any reason(s) at any time after submission of the bid and till execution of the contract, the firm shall notify such invalidation/withdrawal of the registration within one week of such event. The decision taken by the Purchaser upon receipt of such information regarding continuation of the contract shall be binding on the bidder/supplier.
- 9.3 The purchaser reserves the right to verify the validity of the NSIC registration at any time after submission of the bid and during the performance of the contract, if entered into with the firm. In case the NSIC registration is found invalid, the bid is liable to be summarily rejected and WOs if any placed on the firm shall be cancelled/short-closed at the risk and cost of the bidder/supplier. The firm may also be debarred from participating in future tenders of Gujarat Telecom Circle for suitable period.
10. The purchaser reserves the right to disqualify such bidders who have a record of not meeting contractual obligations against earlier contracts entered into with the purchaser.
11. The purchaser reserves the right to debar a bidder/supplier from participating in the future tenders for a period as decided by the Purchaser in case the bidder fails to honor his bid or the supplier fails to execute the purchase order without sufficient grounds after conveying its unconditional acceptance.
12. If a bidder having availed exemption from submission from EMD/performance security deposit on the strength of the registration with NSIC fails to accept the detailed purchase order /fails to supply the ordered stores as per delivery schedule mentioned in the purchase order, then such vendor would be required to pay the penalty equivalent to EMD/Performance security deposit as the case may be.
13. **BILLS TO BE SUBMITTED TO**
The bills shall have to be submitted to Divisional Engineer (Call Centre), BSNL, O/o GM (CMTS), Gujarat Telecom Circle, 1st Floor, Vastrapur Telephone Exchange Building, Bima Nagar, Ambawadi, Ahmedabad-380 015 as per Work Order.
14. **PAYING AUTHORITY**
Paying authority shall AO (Cash) CMTS, O/o General Manager (NWO-CM), Gujarat Telecom Circle Vastrapur Telephone Exchange Building, Bima Nagar, Ambawadi, Ahmedabad – 15 as per Work Order.

- 14.1 Implementation of E-payment for making payment to vendors, content providers, roaming and SMS partners.

The BSNL Gujarat Circle has implemented E-payment through Real Time Gross Settlement (RTGS) in Circle office, Ahmadabad. E-payments are to be made for payments of vendors' bills. The mandate form as per Section - 6(C) is required to be submitted by the bidder in case the order is placed for the tendered item.

15 Quality assurance requirements:

- (i) The scanned & uploaded CAFs will be accepted only after successfully approved during Quality Check by SSA_QC_Owner in CAF GUI application.
- (ii) Certificate for Quality Check approved CAFs will be generated from CAF GUI Application.

16 Payment Terms:

As per Clause 5 of Section 2.

17 Liquidated Damages (LD):

As per clause 16 of Section 5 Part A..

18 Interest on deferred claim

No interest on any deferred claim of the Supplier arising out of this contract shall be payable in any case whatsoever.

19. LABOUR WELFARE MEASURES AND WORKMAN COMPENSATION:

1. WORKMEN'S COMPENSATION :

In every case in which by virtue of provisions of Section 12, Sub-section (i) of the Workmen's Compensation Act, 1923 BSNL is obliged to pay compensation to a workman employed by the Contractor, in execution of the works. BSNL will recover from the Contractor the amount of the compensation so paid and without prejudice to the rights of the BSNL under Section 12, Sub-section (ii) of the said ACT, BSNL shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by BSNL to Contractor whether under Section -12, Sub-section (i) of the said Act, except on the written request of the Contractor and upon his giving to BSNL full security for all costs for which BSNL might become liable in consequence of contesting such claim.

2. OBTAINING LICENSE BEFORE COMMENCEMENT OF WORK :

- (a) The contractor shall obtain a valid labour license under the Contract Labour (R&A) Act 1970 and the Contract labour (Regulation and Abolition) Central Rules 1971, before commencement of the work, and continue to have a valid license until the completion of work. The contractor shall also abide by the provisions of the Child Labour (Prohibition and Regulation) Act 1986. Any failure to fulfill this requirement shall attract the penal provisions of this contract arising out of the resultant non-execution of work.

- (b) Subject to the provisions of the Contract Labour (Abolition and Regulation Act, 1970) as amended from time to time, the contractor shall not commence actual work unless he produces a receipt from the concerned Licensing Authority that he has applied for licensing authority, which may be produced within the period of 15 days of commencing the work.
- (c) Contractor should follow the Labour Act as per labour rule.

Section -5 Part C Deleted

SECTION-6**6(A) - UNDERTAKING & DECLARATION**

For understanding the terms & condition of Tender & Spec. of work

a) Certified that:

1. I/ We have read, understood and agree with all the terms and conditions, specifications included in the tender documents & offer to execute the work at the rates quoted by us in the tender form.
2. If I/ We fail to enter into the agreement & commence the work in time, the EMD/ SD deposited by us will stand forfeited to the BSNL.

b) The tenderer hereby covenants and declares that:

1. All the information, Documents, Photo copies of the Documents/ Certificates enclosed along with the Tender offer are correct.
2. If anything is found false and/or incorrect and/or reveals any suppression of fact at any time, BSNL reserves the right to debar our tender offer/ cancel the LOA/ Purchase/ work order if issued and forfeit the EMD/ SD/ Bill amount pending with BSNL. In addition, BSNL may debar the contractor from participation in its future tenders.
3. In the tender bid no addition / deletion / corrections have been made in the downloaded tender document being submitted and it is identical to the tender document appearing on the website.

Date:

.....

Signature of Tenderer

Place:

Name of Tenderer

Along with date & Seal

6 (B) – NEAR-RELATIONSHIP CERTIFICATE

(Format of the Certificate to be given as per the clause 34.4 of Section-4 Part-A by the bidder in respect of status of employment of his/ her near relation in BSNL)

The format of the certificate to be given is
"I.....s/o.....r/o.....hereby certify that none of my relative(s) as defined in the tender document is/are employed in BSNL unit as per details given in tender document. In case at any stage, it is found that the information given by me is false/ incorrect, BSNL shall have the absolute right to take any action as deemed fit/without any prior intimation to me."

Signature of the tenderer
With date and seal

6 (C) – MANDATE FORM

(Authorization letter for payment of supplier's contractors bills through E-payment Scheme).

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

Date of Effect:

Abbreviation/Acronym used above are as under:

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

I/We hereby, express my willingness to receive payment of bill through Electronic Fund Transfer Scheme. I/We do authorize Accounts Officer (Cash) CMTS, O/o GM (CMTS), BSNL, Ahmedabad to arrange to credit the payment of my bills through Electronics Payment System to my account numbers as given above. I am ready to bear any charges levied by any bank in this regard.

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

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

Date:

Name and Signature of the
Authorized Signatory with Seal.

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

(Verification to be done by the Bank of Vendor)

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

Name and Signature of the
Authorized Officer (from the bank)

Bank Seal

Date:

6 (D) – EXPERIENCE CERTIFICATE

To Whomsoever It May Concern

Certified that M/s. _____
has successfully scanned & uploaded _____ number of
pages for this organization since _____.

Place :

Authorized Signatory

Date :

& Name of Organization

SECTION-7**PROFORMAS****7(A) For the BIDSECURITY/ EMD Guarantee**

(To be typed on Rs.100/- non-judicial stamp paper)

Sub: Bid Security/EMD guarantee.

Whereas M/s
 R/o (Hereafter referred to as Bidder) has approached us for giving Bank Guarantee of Rs./- (hereafter known as the "B.G. Amount") valid up to / / 20.... (hereafter known as the "Validity date") in favour of GM(CMTS), 1st floor, Vastrapur Telephone Exchange Bldg., Nr. Beema Nagar, Vastrapur, Ahmedabad – 380 015 (Hereafter referred to as BSNC) for participation in the tender of work of vide tender no.

Now at the request of the Bidder, We
 Bank Branch
 having
 (Address) and Regd. office address
 as
 (Hereinafter called "the Bank") agrees to give this guarantee as hereinafter contained:

2. We the Bank do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the BSNC stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the BSNC by reason of breach by the said bidder(s) of any of terms or conditions contained in the said Agreement or by reason of the bidder (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 BSNC 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 the "B. G. Amount".
3. We undertake to pay to the BSNC any money so demanded notwithstanding any dispute or disputes raised by the bidder(s) in any suit or proceeding before any court or tribunal relating thereto our liability under this present being absolute and unequivocal. The Payment so made by us under this bond shall be valid discharge of our liability for payment there under and the bidder(s) shall have no claim against us for making such payment.
4. We 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 BSNC under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till BSNC Certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said bidder(s) and accordingly discharge this guarantee. Unless a demand or claim under this guarantee is made on us in writing or before the expiry of Validity date from the date hereof, we shall be discharged from all liability under this guarantee thereafter.

5. We the Bank further agree with the BSNC that the BSNC 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 bidder(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the BSNC against the said bidder(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 Bidder(s) or for any forbearance, act or omission on the part of the BSNC or any indulgence by the BSNC to the said bidder(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
6. Notwithstanding anything herein contained ;
 - (a) The liability of the Bank under this guarantee is restricted to the "B. G. Amount" and it will remain in force up to its Validity date specified above.
 - (b) The guarantee shall stand completely discharged and all rights of the BSNC under this Guarantee shall be extinguished if no claim or demand is made on us in writing on or before its validity date.
7. In case BSNC demands for any money under this bank guarantee, the same shall be paid through banker's Cheque in favour of "Accounts Officer (Cash), O/o GM (CMTS), BSNL, Ahmedabad" payable at Ahmedabad.
8. The Bank guarantees that the below mentioned officer who have signed it on behalf of the Bank have authority to give this guarantee under its delegated power.

Place:

Date: (Signature of the Bank Officer)

Rubber stamp of the bank

Authorized Power of Attorney Number:

Name of the Bank officer:

Designation:

Complete Postal address of Bank:

..... Telephone Numbers

Fax numbers

7(B) For the Performance Guarantee
(To be typed on Rs.100/- non-judicial stamp paper)

Dated:.....

Sub: Performance guarantee.

Whereas The Chief General Manager, Gujarat Telecom Circle, Ahmedabad R/o(hereafter referred to as BSNC) has issued an AWO no. Dated/...../20.... awarding the work of to M/s R/o (hereafter referred to as "Bidder") and BSNC has asked him to submit a performance guarantee in favour of The Chief General Manager, Gujarat Telecom Circle, Ahmedabad of Rs./- (hereafter referred to as "P.G. Amount") valid up to/...../20.....(hereafter referred to as "Validity Date")

Now at the request of the Bidder, We BankBranch having (Address) and Regd. office address as (Hereinafter called 'the Bank') agreed to give this guarantee as hereinafter contained:

2. We, "the Bank" do hereby undertake and assure to the BSNC that if in the opinion of the BSNC, the Bidder has in any way failed to observe or perform the terms and conditions of the said agreement or has committed any breach of its obligations there-under, the Bank shall on demand and without any objection or demur pay to the BSNC the said sum limited to P.G. Amount or such lesser amount as BSNC may demand without requiring BSNC to have recourse to any legal remedy that may be available to it to compel the Bank to pay the same.
3. Any such demand from the BSNC shall be conclusive as regards the liability of Bidder to pay to BSNC or as regards the amount payable by the Bank under this guarantee. The Bank shall not be entitled to withhold payment on the ground that the Bidder had disputed its liability to pay or has disputed the quantum of the amount or that any arbitration proceeding or legal proceeding is pending between Bidder and BSNC regarding the claim.
4. We, the Bank further agree that the guarantee shall come into force from the date of its issue and shall remain in full force and effect up to its Validity date.

5. The Bank further agrees that the BSNC shall have the fullest liberty without the consent of the Bank and without affecting in any way the obligations hereunder to vary any of the terms and conditions of the said agreement or to extend the time for performance of the said agreement from any of the powers exercisable by BSNC against the Bidder and to forebear to enforce any of the terms and conditions relating to the said agreement and the Bank shall not be relieved from its liability by reason of such failure or extension being granted to Bidder or through any forbearance, act or omission on the part of BSNC or any indulgence by BSNC to Bidder or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of relieving or discharging the guarantor.
6. Notwithstanding anything herein contained ;
 - (a) The liability of the Bank under this guarantee is restricted to the P.G. Amount and it will remain in force up to its Validity date.
 - (b) The guarantee shall stand completely discharged and all rights of the BSNC under this Guarantee shall be extinguished if no claim or demand is made on us in writing on or before its validity date.
7. In case BSNC demands for any money under this bank guarantee, the same shall be paid through banker's Cheque in favour of "Accounts Officer (Cash), O/o GM (CMTS), BSNL, Ahmedabad" payable at Ahmedabad.
8. The Bank guarantees that the below mentioned officer who have signed it on behalf of the Bank have authority to give this guarantee under its delegated power.

Place:

Date: (Signature of the Bank Officer)

Rubber stamp of the bank

Authorized Power of Attorney Number:

Name of the Bank officer:

Designation:

Complete Postal address of Bank:

.....

Telephone Numbers

Fax numbers

7 (C) For Letter of Authorization for attending Bid Opening Event.

(To be typed preferably on letter head of the company)

Subject: Authorization for attending Bid opening

I/ We Mr. /Ms. have submitted our bid for the tender no. in respect of (Item of work) which is due to open on (date) in the Meeting Room, O/o

We hereby authorize Mr. / Ms.& Mr. / Ms..... (alternative) whose signatures are attested below, to attend the bid opening for the tender mentioned above on our behalf.

.....

Signature of the Representative

..... Signature of Bidder/ Officer authorized to sign
Name of the Representative on behalf of the Bidder

.....

Signature of the alternative Representative

.....

Name of the alternative Representative

Above Signatures Attested

Note 1: Only one representative will be permitted to attend the Bid opening

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

SECTION- 8**Bidder's profile & Questionnaire.**

Tenderer / Bidder's Profile & Questionnaire

(To be filled in and submitted by the bidder)

A) Tenderer's Profile

1. Name of the Individual/ Firm:
2. Present Correspondence Address
.....
.....
Telephone No. Mobile No.
FAX No.
3. Address of place of Works/
Manufacture
.....
.....
Telephone No. Mobile No.
4. State the Type of Firm: Sole proprietor-ship/partnership firm /
(Tick the correct choice): Private limited company.
5. Name of the sole proprietor/ partners/ Director(s) of Pvt. Ltd Co.:

S. No.	Name	Father's Name	Designation
1.			
2.			
3.			
4.			
5.			

6. Name of the person authorized to enter into and execute contract/
agreement and the capacity in which he is authorized (in case of partnership/
private Ltd company):
.....
.....
.....
7. Permanent Account No. :
8. Details of the Bidder's Bank for effecting e-payments:

(a) Beneficiary Bank Name:..... (b)

Beneficiary branch Name:..... (c) IFSC

code of beneficiary Branch..... (d) Beneficiary

account No.:..... (e) Branch Serial

No. (MICR No.):.....

9. Whether the firm has Office/ works (i.e. manufacture of the tendered item) in Delhi? If so state its Address

.....
 B)

Questionnaire

1. Do you think any other detail/ material is required to complete the work specified in the specification? Yes/ No.

1.1 If Yes, Give details

.....

2. Do you think any other item of work need be included in tender form to complete the work specified in the specification? Yes/ No.

2.1 If Yes, Give details

.....

3. Kindly indicate the maximum Quantity of tendered material which you are capable of supplying within the scheduled delivery period.

Name of the tendered Item	Qty that can be supplied by the firm within scheduled delivery period.

4. Suggestion for improvement of the tender document.

.....

Place.....

Signature of contractor Date

.....

Name of Contractor

SECTION-9 Part-A**BID FORM****To****From,**

.....

<complete address of the purchaser><complete address of the Bidder>

.....

..... Bidder's

Reference No:.....Dated..... **Ref:** Your

Tender Enquiry No.dated

1. Having examined the above mentioned tender enquiry document including amendment/ clarification/ addenda Nos. datedthe receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver in conformity with the said drawings, conditions of contract and specifications for the sum shown in the schedule of prices attached herewith and made part of the financial Bid.
2. Bid submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.
3. We agree to abide by this Bid for a period ofdays from the date fixed for Bid opening or for subsequently extended period, if any, agreed to by us. This bid shall remain binding upon us up to the aforesaid period.
4. We understand that you are not bound to accept the lowest or any bid, you may receive.
5. If our Bid is accepted, we will provide you with a performance guarantee from a Scheduled Bank for a sum @ 5% of the contract value for the due performance of the contract.
6. If our Bid is accepted, we undertake to complete delivery of all the items and perform all the services specified in the contract in accordance with the delivery schedule specified in the Section-2 (Tender Information).
7. Until a formal Purchase Order of Contract is prepared and executed, this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.

Tender No. CMTS/DE(CC)/CAF scanning/2013-14/7
Dated: day of 20...

Dated 19.06.2013

	Signature	Witness
	Name	
Signature.....	In the capacity of	
Name	Duly authorized to sign the bid for and on	
Address	behalf of	

SECTION – 9 Part – B**Price Schedule (ORIGINAL)**

Summary of the Job	Basic Price	Taxes if any (excluding Service Tax to be shown separately)	Total composite Rate	
			In figure	In words
1. Cost of scanning, indexing, uploading of scanned images (along with web based monitoring software) per Customer Application Form (CAF) (i.e. first page & Supporting documents of the Application) Entire job has to be done as per the guidelines provided in this Tender.				

“We hereby declare that in quoting the above price we have taken into account all the service tax rules issued from time to time”.

SIGNATURE

SECTION – 9 Part – B**Price Schedule (DUPLICATE)**

Summary of the Job	Basic Price	Taxes if any (excluding Service Tax to be shown separately)	Total composite Rate	
			In figure	In words
1. Cost of scanning, indexing, uploading of scanned images (along with web based monitoring software) per Customer Application Form (CAF) (i.e. first page & Supporting documents of the Application) Entire job has to be done as per the guidelines provided in this Tender.				

“We hereby declare that in quoting the above price we have taken into account all the service tax rules issued from time to time”.

SIGNATURE

SECTION-10

NO-DEVIATION CERTIFICATE

This is to certify that, I / we undersigned, authorized person of M/s_____ hereby submit the clause by clause compliance and unconditional acceptance of all terms & conditions mentioned in the Bid document No. CMTS/DE(CC)/CAF scanning/2013-14/7 dated 19.06.2013 for Scanning & uploading of scanned images(along with Web Monitoring Software) of Commercial Customer Application Forms (CAFs) of BSNL Mobile Customers of Gujarat Telecom Circle and there is no deviation.

**Bidder's signature
& stamp**