

# **BHARAT SANCHAR NIGAM LIMITED**

HAZARIBAG TELECOM DISTRICT HAZARIBAG - 825301

# **BID DOCUMENT**

#### **NOTICE INVITING TENDER**

No:- GMTD/HZB/Tender/IVRS/06-07/04

Dated at Hazaribag the: 03.07.2007.

On behalf of the BSNL wax sealed Two-Bid Tenders are invited by GMTD Hazaribag from eligible registered and experienced contractors for supply, installation, testing and commissioning of E1 based IVRS System and AMC of existing IVRSs in the jurisdiction of Hazaribag Telecom District. Bid form completed in all respect to be submitted up to 15:00 Hrs on or before 02.08.2007.

For eligibility criteria and further details please visit our Web site <u>www.jharkhand.bsnl.co.in</u> or contact to SDE (Plg), O/o GMTD, Hazaribag between 11:00 Hrs to 15:00 Hrs on all working days till 01.08.2007.

DE (A&P), O/o GMTD, HAZARIBAG

BHARAT SANCHAR NIGAM LIMITED				
<u>ovt. of India Enterprises)</u> Aanager, Telecom District, HAZARIBAG				
TENDER FOR SUPPLY, INSTALLATION, TESTING AND COMMISSSIONING OF E1 BASED IVRS SYSTEM AND AMC OF EXISTING IVRS IN HAZARIBAG TELECOM DISTRICT				
ully. Any omission may render your tender to rejection.)				
FORM 04.07.2007 TO 01.08.2007 ON ALL WORKING DAYS BETWEEN 11:00HRS. TO 15.00 HRS.				
UP TO 15.00 HRS. ON OR BEFORE 02.08.2007 IN THE TENDER BOX KEPT IN THE OFFICE CHAMBER OF THE DE (A&P), O/O GMTD, HAZARIABG				
AT 15.30 HRS. ON 02.08.2007				
ENT- Rs. 1,000/- (Rs. One thousand) only				
Only vide ACG –67 Receipt				
dated				
S.D.E.(Plg)				
O/o G.M.T.D., Hazaribag.				

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(A Govt. of India Enterprises) Connecting India

# O/o General Manager Telecom District, Hazaribag Section I <u>Notice Inviting Tender</u>

Tender No. : GMTD/HZB/Tender/IVRS/06-07/04

Dated at Hazaribag the: 03.07.2007.

Properly wax sealed Two-Bid Tenders are invited by GMTD Hazaribag from eligible and experienced contractors for supply, installation, testing and commissioning of E1 based IVRS System and AMC of existing IVRS system in the jurisdiction of Hazaribag Telecom District as below.

Name of work	Estimated	EMD	Last date and	Last date	Date	and
	cost (Rs.)	(Rs.)	time of	and time of	time	of
			obtaining	submission	opening	of
			tender	tender	tender	
			document	document		
Supply installation	16,00,000/-	40,000/-				
testing and						
commissioning of E1						
based IVRS System as						
per specification in						
tender document						
AMC of Existing IVRS	10,50,000/-	26,250/-				
(two E1 based & five						
dilogic based)						

#### 2 Mode of receipt of tender form::

a) Tender document can be purchased by paying cost of bid document Rs. 1,000/- (Rs. One thousand) only in cash or D/D drawn in favour of Sr. Accounts Officer (Cash), O/o GMTD BSNL Hazaribag payable at Hazaribag

or

Tender document can also be downloaded from the Hazaribag BSNL website "www.jharkhand.bsnl.co.in." The D/D for Rs 1,000/- (Rs. One thousand) only in favour of Sr. Accounts Officer (Cash), O/o GMTD BSNL Hazaribag payable at Hazaribag should be enclosed with the tender document either in bid security envelop or in qualifying bid envelop in such a case as a cost of bid document. The D.D. should be issued within the time limit of issue of tender document.

b) Tender paper will be issued to those contractors after producing following documents:-(i) Valid Registration of firm (ii) Income Tax PAN no.

No tender document will be issued to those contractors whose solvency certificate has been found false/bid security has been forfeited earlier in the department and black listed at any other offices/PSUs.

3 **Bid security (EMD)**:- Bid security could be paid in the form of Demand Draft issued by a scheduled bank, drawn in favour of Sr. Account Officer (Cash), O/o GMTD BSNL Hazaribag payable at Hazaribag.

4. Tender document containing detailed description of work & terms and conditions can be had from office of SDE (Plg), O/o GMTD BSNL Hazaribag or from website as stated above at Sr.no 2 (a) & (b).

5 Sale of tender documents:	between 11.00 hours to 15.00 hours from 04.07.2007 to 01.08.2007 on all working days.
6. Time and last date of submission of bid:	Upto 15:.00 hours on or before 02.08.2007 in the tender box kept at the office of DE(Plg) Hazaribag
7. Date and Time of opening of qualifying bid	at 15.30 hours on 02.08.2007

- 8. The tender, which is not accompanied by the requisite bid security shall be summarily rejected. Tender will not be accepted/ received after expiry date and time.
- 9. Other terms & conditions are available in Bid Document.
- 10. The G.M.T.D. Hazaribag reserves the right to reject any or all tenders without assigning any reason whatsoever. He also reserves the right to award work to more than one contractor according to norms and to increase/ decrease the quantum of work as per requirements.
- 11. Period of Contract : One year from date of agreement. However, it may be extended for a further period of one year unilaterally as per discretion of GMTD, Hazaribag.

DE(A&P) O/o GMTD, HAZARIBAG Tel. No.06546-222868

Copy to:-

- (1) CGMT, Jharkhand Circle, Ranchi.
- (2) All DEs, Hazaribag SSA.
- (3) CAO/IFA, AO (Cash), Hazaribag.
- (4) Notice Board.
- (5) Press.

DE (A&P) O/o GMTD, HAZARIBAG

# **Section II**

#### **BID FORM**

Tender No. : GMTD/HZB/Tender/IVRS/06-07/04 Dated at Hazaribag the: 03.07.2007.

To,

GMTD, BSNL HAZARIBAG

Dear Sir,

Having examined the terms of contract and specifications, I/we, undersigned, offer to execute the work of \_\_\_\_\_\_\_\_ in conformity with conditions of contract and specifications as may be ascertained in accordance with schedule of prices attached herewith and made part of this bid.

I/We undertake, if my/our bid is accepted, I/we will execute the work in accordance with specifications, time limits & terms & conditions stipulated in the tender document.

If my/our bid is accepted, I/we shall submit the securities as per conditions mentioned in the contract.

I/We agree to abide by this bid for a period of 180 days from the date fixed for bid opening (Qualifying bid) and shall remain binding upon me/us and may be accepted at any time before the expiry of that period.

Until a format Agreement is prepared and executed, this bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.

Bid submitted by me/us is properly sealed and prepared so as to prevent any subsequently alteration and replacement.

Dated this......day of ......2007

Witness	
Address	
Signature	

**SECTION –III** 

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#### **TENDERER'S PROFILE**

<b>Gene</b> 1.	ral: Name of the tenderer/firm	Passport size photograph of the tenderer/
2.	Name of the person submitting the tender whose Photograph is affixed	authorized signatory holding
3.	Shri/Smt (In case of proprietary/partnership firms, the tender has to be signed by proprietor/partner only, as the case may be) Address of the firm	
4.	Telegraphic Address	
5.	Tel No. (With STD code) (O)(Fax)(R). Mobile:	
6. 7.	Registration & incorporation particulars of the firm: -i)Proprietorshipii)Partnershipiii)Private Limitediv)Public Limited(Please attach attested copies of documents of registration/incorporation of ycompetent authority as required by business law)Name of Proprietor/Partners/Directors	
8	(i) Whether any relative working in BSNL:- Yes/No If yes, list of relatives must be submitted with full details Name, Relation, Official a Residential address.	ddress &
9.	(ii) Are you associated directly or indirectly with any other contractor :- Yes/NoParticulars of EMD:- Amount:,R No/DD No: Name of branch/bank Type of Vehicle(s)Registration number	Date:
I/We	hereby declare that the information furnished above is true and correct.	
Place: Date:		
	Signature of tenderer/Authorized signatory	

Name of the tenderer.....

Section IV

# **INSTRUCTION TO BIDDERS**

#### **INTRODUCTION:**

#### A. Definitions:

- **a. CMD** : CMD means the Chairman and Managing Director and his successors.
- **b. BSNL** : BSNL means Bharat Sanchar Nigam Limited, a Govt of India Enterprises, in its present constitution and any revised constitution in future.
- c. Company: The Company means BSNL, which invites the tender on behalf of CMD.
- **d. Contract:** The term contract means the documents forming the tender and acceptance thereof and the formal agreement executed between BSNL and the contractor together with the documents referred to therein including the conditions of contract, the specifications, designs drawing and instructions issued from time to time by the in charge and all these documents taking together shall be deemed to form one contract and shall be complimentary to one another.
- e. Contractor : The contractor shall mean the individual, firm or company, undertaking the works and shall included the legal personnel representative of such individual or the persons composing such firm or company and permitting assignees of such individual, firm and company.
- f. Bidder : Means the individual or firm who participate in the tender and submit its bids.
- 1. Wax Sealed tenders are invited on behalf of the BSNL for supply, installation, testing and commissioning of E1 based IVRS System and AMC of existing IVRS system.
- 2. The offer should be sent to DE (A&P) O/o GMTD, BSNL, Hazaribag in a wax sealed cover superscribed "Tender for SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF E1 BASED IVRS SYSTEM in Hazaribag Telecom District". The wax sealed cover containing the offer should be dropped in person in the tender box up to 15.00 hrs on or before 02.08.2007 placed in the chamber of DE (A&P), O/o GMTD Hazaribag. The eligible tenders will be opened at **15.30 hours** on the same day in the presence of such duly authorised representatives of parties whose tenders have been received in time and who wish to be present. Tender submitted through Post will not be accepted.
- 3. GMTD Hazaribag reserves the right to reject all tenders without having to assign any reasons and to call for submission of fresh tenders and on such terms as it may in its discretion determine.
- 4. GMTD Hazaribag shall not be obliged to accept any tender based only on the lowest price offer but reserves the right to accept a tender bearing in mind the value of tender, the credibility of the party and its ability to execute the supply in accordance with prescribed specifications and standards and within the stipulated time period. GMTD Hazaribag therefore, shall not be obliged to give reason justifying either the rejection or the acceptance of any tender.
- 5. The submission of a tender shall be taken to signify the acceptance of the stipulated terms and conditions.

#### 6. **EARNEST MONEY DEPOSIT(EMD)** :

(a)Offer must be accompanied by a Deposit of Rs. 66,250/- (Rs. Sixty six thousand two hundred and fifty only) by way of Earnest Money Deposit (EMD). This deposit may be made in cash to AO (Cash)-BSNL-GMTD Hazaribag and the receipt thereof attached with the offer. Alternatively the EMD may be made in the form of the crossed Demand Draft from a Nationalized Bank drawn in favour of Sr. Accounts Officer (Cash), O/o GMTD, BSNL, Hazaribag payable at Hazaribag.

(b)Tenders which are not accompanied by the earnest money deposit as aforesaid shall not be eligible for consideration and shall stand automatically rejected at the opening stage.

(c )EMD of parties whose offer is not finally accepted shall be refunded without interest after finalisation of the tender.

#### 7. SECURITY DEPOSIT (SD):

(a)An acceptable tender shall in the first instance be provisionally accepted and final acceptance shall be subject to the party furnishing Security Deposit (S/D) either in cash or crossed demand draft drawn in favour of AO (Cash)-BSNL-GMTD Hazaribag payable at Hazaribag or in the form of a Bank guarantee from a Nationalized Bank equal to 5% of the value of the agreement within 15 days on receipt of letter of intent. In case the tender value exceeds the monetary limit the tenderer shall furnish S/D for the difference. The Security Deposit will bear no interest while in custody of the BSNL. The Security Deposit will remain in custody of the Govt. throughout the warranty period plus one month more thereafter.

(b)In the event of guarantees of full value not being submitted within the stipulated period, the provisional acceptance will stand automatically cancelled without any further reference or notice unless time is extended in writing by GMTD Hazaribag or his representative pursuant to request received from the supplier to the expiry of the period giving sufficient reasons for grant of further time.

- 8. The offers submitted shall remain irrevocable and open for acceptance for a period of 180 days from the date of opening of the tenders. If any party withdraws its offer prior to the said period, GMTD Hazaribag shall without prejudice to any other remedy available to it under the law be entitled to forfeit the E/Money Deposit absolutely.
- 9. Canvassing in connection with tenders is strictly prohibited and the tender submitted by any party who resorts to canvassing will be liable for rejection.
- 10. Unsealed or improperly sealed tenders are also liable to be rejected. Tenders not accompanied by E/Money or those accompanied by E/Money on forms other than those authorised in the Notice Inviting Tender are liable to be rejected.
- 11. The successful party shall be obliged to enter into contract within a period of fifteen days of the submission of Bank Guarantees by the stipulated dates under para 7 above. Failure to execute the agreement in time will result in outright cancellation of provisional letter

of acceptance subject to the right of GMTD Hazaribag or his representative at his absolute discretion to extend the said period. In the event of the party failing to execute the contract within the stipulated time period, the provisional letter of acceptance shall stand automatically cancelled and EMD shall stand forfeited.

- 12. The offer must be accompanied with the latest Income Tax. Clearance Certificate from the Income Tax Officer concerned in the prescribed form.
- 13. The rate should be quoted only in the rate sheet enclosed at section IX. All the pages of the tender document including the rate sheet should be signed and submitted.
- 14. The individual(s) signing the tender form or any documents forming part of the contract on behalf of another or on behalf of a firm, shall be responsible to produce a proper power of attorney duly executed in his favour stating that he has the authority to bind other such persons of the firm, as the case may be. If subsequently the person so signing fails to provide the said 'power of attorney' within a reasonable time, the GMTD Hazaribag or his representative may, without prejudice to the other civil and criminal remedies cancel the contract. In the case of registered or unregistered partnership firm, all the partners shall sign the quotations. In the case of Limited Company, individual signing the tender shall state the capacity in which he is signing and shall produce a copy of the document empowering him to sign on behalf of the Company.

Divisional Engineer (A&P) O/o GMTD Hazaribag

# Section V GENERAL CONDITIONS

- 1. The invitation of the tender is open to INDIAN NATIONAL only up to the date of submission.
- 2. The tender should be written in English or Hindi. The rates should be quoted in figures as well as in words. In case of discrepancy the rates in words will prevail. In case of illiterate persons the rates/amount tendered should be attested by witness.
- 3. The tenderer shall attest with full signature and seal all the corrections in the tender and non compliance with these instruction would render the tender likely for rejection.
- 4. Latest Income tax clearance certificate must be furnished with the tender form.
- 5. The E/Money deposit shall be forfeited if:
  - a) Tederer does not abide by his offer.
  - b) Tenderer withdraws his tender before validity.
  - c) Successful tenderer fails to except the offer
  - d) Does not deposit S.D. in specification.
  - e) Tenderer fails to deposit the requisite paper with tender
- 6. In case of any breach of any of the terms of contract or failure to comply with the work order, the security deposit of the contractor is liable to be forfeited by GMTD Hazaribag.
- 7. If the successful tenderer fails to accept the offer and/or fails to carry out the work as ordered as per the tender conditions his tender will be cancelled and the security deposit will be forfeited.
- 8. If the approved contractor shall become insolvent, the GMTD Hazaribag may thereupon by giving notice in writing terminate the contract and the security deposit of such contractor will be forfeited.
- 9. General Manager may terminate the contract at any time without giving any notice if the work carried out is not satisfactory.
- 10. BSNL will not reimburse any charges for losses/damages suffered by the contractor while carrying out BSNL work on the accepted tender.
- 11. The approved contractor is no circumstance sublet the contract.
- 12. The right to reject any or all the tenders so received without assigning any reason is reserved with the GMTD Hazaribag.
- 13. Tenderer should have to furnish documentary proof of showing their competency to execute the work satisfactory.

- 14. The GMTD Hazaribag reserves the right to disqualify such tenderers who have a record of not meeting the contractual obligations of earlier contracts entered into with the Bharat Sanchar Nigam Ltd.
- 15. The price of the goods shall be quoted F.O.R. at O/o GMTD Hazaribag inclusive of all taxes, levies, duties etc.
- 16. Entire equipment including Hardware, Software etc. shall be delivered and installed within 4 weeks of placement of purchase order. Installation and commissioning of the equipment shall be carried out by the supplier and shall be completed within above stated 4 weeks. All the hardware / software must be supplied in sealed condition; with the original producers/manufacturers seal intact, open items will be returned back. A packing list should be supplied separately for each packing case giving clear indication of items available in each packing case.
- 17. Free of cost professional training (user and administrative) for all hardware and software should be provided. The training will be conducted at O/o GMTD Hazaribag after installation, testing and successful commissioning of the system. The date of commencement of training will be given by the nominee of GMTD Hazaribag. The approved supplier shall have to provide this training free of cost and no extra payment will be made by the purchaser towards training. Tenderer not able to provide the training shall be rejected. The training should be provided by experienced trainers.
- 18. No payment shall be made for goods rejected at site on testing.
- 19. All the equipment Hardware/Software will be tested and demonstrated keeping general guidelines for tests of Bharat Sanchar Nigam Ltd. for their functionality, compatibility & features as well as any other prescribed test. The installation is supposed to be completed only after the purchaser is satisfied with the performance of the entire system and its taking over at each site in GMTD.
- 20. The tender should be submitted in the prescribed document only, signed & sealed on each pages as well as enclosures.
- 21. 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 or any part thereof in Indian Telecom Network.
- 22. GMTD Hazaribag reserves the right to upgrade/replace any parts of the systems, and also to shift the system to any of its offices without prior notice.
- 23. Only the manufacturers or their authorised dealers are eligible for participation in the tender. In case of authorised dealers authorisation letter from manufacturer to participate in this particular tender should be submitted.
- 24. Documents/ Literatures / Broachers clearly giving specifications of the items proposed to be supplied should be enclosed alongwith tender documents.

- 25. Tenderer should specify whether the items quoted are indigenous or foreign made and available ex-stock. Make should be mentioned. If required a separate sheet may be enclosed.
- 26. Any ambiguity in the rate, delivery terms or specifications of the stores will make the tender invalid.

#### **27. PAYMENT:**

- 27.1: For all supplies 95% payment of the cost of the equipment (Hardware & Software) including taxes etc. will be made against SITC and quality acceptance testing of Hardware and software.
- 27.2:(I) The balance 5% payment shall be released after six months of successful working of the hardware and software supplied after installation.
  - (II) 100% payment (in place of 95%) may be made after successful Supply, Installation, Testing and commissioning of the equipment supplied provided that an additional Bank Gurantee for an amount equipment to 5% of the value of supplies valid for a minimum period of seven months is furnished by the supplier along with an undertaking that the equipment supplied shall be free from any default. In those cases, where such damages are intimated to the supplier in writing, the Bank Guarantee shall be extended without fail by the supplier for a suitable period at the request of purchaser in writing. Failure to do so shall result in forfeiture of Bank Guarantee.

#### 28. **PENALTY:**

If the contractor fails to supply and install the full quantity of materials ordered of approved quality at the accepted rates within four weeks of placement of purchase order, liquidated damages at the rates of half percent per week for first 10 week and 0.7% per week for the further delay or part thereof will be levied subject to maximum of 12% of the total value of the P.O. and the same can be deducted from the Security Deposit or from any bill(s) payable to the contractor. In such case it will also be open for the department to go in for the purchase of the materials from any other sources and excess amount paid to the other party(s), if any, will be deducted from the Security Deposit or from what-so-ever sources available to the Government including bill(s) pending for payment.

### **28.** 29. **AMC/WARRANTY**

The new IVRS supplied will have three year warranty and two year comprehensive AMC. For the existing IVRS the Comprehensive AMC will be of five years.

- 30.1 Payment for AMC charges will be made after completion of each six month duration.
- 30.2 The successful tenderer will have to give 36 months comprehensive warranty from the date of commissioning of the Systems. During the warranty period the system should be periodically maintained and spare parts which requires replacement should be replaced free of cost by the supplier at the site of installation. The contractor will repair the within 48 hrs. of reporting

- 29. Submission of a tender shall bind the tenderer to the acceptance of all the terms & conditions specified.
- 30. Tenders with conditional offers or other terms and conditions different from those contained in this notice shall not be entertained.
- 31. Price will not be the only criteria for the final acceptance of the tender. Emphasis will be given to technology, and Quality of the products and reputation of the firm.

#### **32. ARBITRATION :**

All disputes and difference out of concerning this agreement (except those the decision whereof is otherwise herein before provided for) shall be referred to the sole Arbitrator appointed by the Chief General Manager, Jharkhand Telecom Circle, Ranchi. There will be no objections to any such appointment that the arbitrator is a Government Servant. If however, the arbitrator is a Government servant, he will not be one who has an opportunity to deal wit the matter to which the agreement relates or that in the course of his duties as Government Servant, he has expressed views, on all or any of the matter in dispute or in differences.

The award of the arbitrator shall be final and binding on the parties. In the event of such arbitrator to whom the matter is originally referred to being transferred or vacating his office or resigning or refusing to work or neglecting his work or being unable to act for any reason whatsoever, the said office shall appoint another person to act as arbitrator in place of outgoing arbitrator in accordance with the terms of this agreement and the person so appointed shall be entitled to proceed with the reference from the stage at which it was left out by his predecessor. The arbitrator may from time to time with the consent of all the parties enlarge the time for making (publishing) the award.

Subject to the aforesaid provisions the Arbitration Act 1940 and the rules made thereunder and any modification thereof for the time being in force shall be deemed to apply to the arbitration proceedings under this clause.

Upon every and any reference as aforesaid the assessment of costs and of incidental expenses in the proceedings shall be at the discretion of arbitrator. The venue of the arbitration shall be the place from which the acceptance note is issued or such other place as the arbitrator in his discretion may determine.

- 33. The quantities mentioned against items in Annexure-I are only approximate and there may be a variation of 25% depending upon actual requirement.
- 34. The software being supplied should be original licensed and authentic.
- 35. Security deposit will be forfeited if
  - (a) The contractor fails to supply the equipment within the stipulated time as prescribed in the work order.
  - (b) The contractor fails to repair the fault within stipulated time.

- (c) The contractor fails to send their expert engineer to attend the fault within 48 hrs. of reporting.
- (d) The contractor does not fulfill the terms & conditions of the contractor.

## **SECTION-VI**

## SPECIAL CONDITIONS OF THE CONTRACT

1. The special conditions of the contract shall supplement the General condition of the contract, wherever there is a conflict, the provision herein shall prevail over those given in the General condition of the contract (Section -V).

#### 2. SUPPLY & COMMISSIONING OF HARDWARE & SOFTWARE

- 2.1 The vendor should indicate the name of company with whom he has a tie-up, if any, for manufacture of equipment and after sales support, and the nature of agreement, with documentary evidences.
- 2.2 Suitable driver software for Hardware like P.C., Printers etc are to be made available in media also.
- 2.3 The vendor should provide authorization certificate to sell and support the software offered.
- 2.4 All software quoted must be licensed copy of tested highest versions.
- 2.5 All hardware is to be installed and commissioned by the vendor only.
- 2.6 Vendor shall install System Software and other software packages supplied by bidder and the bidder is fully responsible for complete implementation of IVRS (including dataporting of subscriber record of concerned section from masterdata of Billing server).
- 2.7 The supplier has to supply one set of manuals on installation, operation, maintenance, and operating systems for each IVRS and each copy of Software.

#### 3. COMPREHENSIVE WARRANTY:

- 3.1 The vendor will have to provide comprehensive on-site warranty for all the hardware & <u>software goods</u> supplied for 3 years (36 months) after successful installation of the IVRSs
- 3.2 The contractor must quote unit rates for all the hardware goods quoted in the price schedule. The warranty also includes support for installed system software related problems.
- 3.3 All hardware items, excluding printer head/matrix, printer ribbon, toner/ ink cartridges, batteries of UPS, shall be covered under the warranty. All installed systems Software shall also be covered under warranty.
- 3.4 The contractor will ensure an up time of more than 99% during the warranty period.
- 3.5 <u>The fault will be booked by the purchaser on phone /Fax/e-mail</u>. <u>The contractor shall have</u> to attend or rectify the fault within 48 hours.
- 3.6 In case of delay in rectification of the fault beyond next working day, a penalty of Rs. **500/- per day per IVRS will be levied.** In case of delay in rectification of the fault beyond 7 days, a penalty of Rs. 1000/- per day per IVRS will be levied. In such an event, the purchaser may get the faults rectified by third party and such cost of repairs shall have to be borne by the contractor, in addition to the penalty. Such accrued penalty charges will be converted into additional Warranty tenure after review at each year.

3.7 The bids will be evaluated on the basis of total cost of system (Section X including all taxes, levies, duties, Octroi etc.,) and charges for comprehensive ACMC for 3 years after warranty and Five year Comprehensive AMC of the existing IVRSs. As the new IVRS systems have to be maintained by the contractor for a minimum period of 3 years during warranty period and 2 years during post warranty period (total 5 years) and for existing IVRSs five year during comprehensive AMC period, the tender will be rejected in case on-site comprehensive warranty and ACMC is not complied in accordance with Clause 3 above. Conditional warranty shall not be accepted.

#### 4. IMPLEMENTATION OF SOFTWARE

**4.1** The contractor will be fully responsible for Loading of the Operating systems of PCs and IVRS supplied .

The major activities of the work are as under

- a. Installation and commissioning of hardware, software (System Software) and, the application software required, if any, till the system is fully stabilized.
- b. Training as per clause 5 of (Section IV) Special conditions of the Contract.
- c. After sales support as per warranty obligations (Clause 3 above).

#### 4.2 PRECAUTIONARY MEASURES

The contractor must take every care to ensure that the purchaser's materials, viz., hardware, software, data, and other information, etc., made over to him for the execution of the allotted job, does not fall into unauthorized hands. Care shall be taken by the contractor to execute the work in secret manner under security conditions to the satisfaction of the purchaser.

#### 5. TRAINING:

- (a) <u>Scope- Training on the use of IVRS will be provided by the supplier at least for basic day-to-day operations on site for 2 days.</u>
- (b) <u>All officers & staffs of the section where IVRS is installed will be trained on IVRS.</u>
- (c) <u>After issue of Purchase Order, the supplier will submit a detailed training schedule for</u> <u>approval of the purchaser in accordance to a, b above. The training will be at BSNL</u> <u>location.</u>
- 6. ANNUAL MAINTENANCE CHARGE:

The Vendor will be responsible for all Hardware and installed system software supplied for Warranty Period of Three years and for further period of two years on Comprehensive AMC basis. For the existing IVRS system Comprehensive AMC will be of five years. BSNL will reserve the right to enter into Comprehensive AMC or not after completion of warranty period in case of new IVRS. All clauses mentioned in clause 3 of Special Condition of Contract (Sec. – VI) regarding Warranty shall be applicable for Comprehensive AMC also in addition to the Comprehensive AMC clauses contained in Annexure I of Section VI of the Tender document.

#### **ANNEXURE- I to Section VI**

#### Scope of work:

- 1. Four nos. of E-1 based IVRS has to be be installed at four SDCAs of Hazaribag SSA for the following work associated
  - a) Complaint booking.
  - b) Automatic line testing and receipt of clearance of fault from phone mechanic.
  - c) Interaction over telephone to HANDOVER/CLEAR fault with line man

- d) Final testing
- e) Confirmation from subscriber after final testing.
- f) Automatic change number announcement.
- g) Automatic bulk changed number announcement.
- h) Automatic payment reminder system with multiple jobs queuing. A job for Automatic Payment Reminder system in a range of STD codes, telephone numbers, bill dates, bill amount within which the system should dial out. It should be possible to queue jobs within the system and the system will automatically dial out the next job after the present job is completed. It should be possible to queue upto 100 such jobs at a time. The system should automatically fetch the calls to be dialed out online from the TR server and dial out. No manual intervention should be necessary once the jobs have been fed.
- i) VIP telephone number testing.
- j) Village public telephone (VPT) testing.
- 2. In BSNL Hazaribag SSA there are two nos. of E-1 based IVRS and Five nos. of Dialogic based IVRS which is working. Through this tender all the existing IVRS will come under Comprehensive AMC

## ANNUAL MAINTENANCE CONTRACT (AMC)

### **SCOPE & TERMS:**

- 1. For the new IVRS supplied the Annual Maintenance Contract shall start immediately after warranty period ends . The comprehensive Annual Maintenance Contract (hereinafter called AMC) shall be for two years.
- 2. For the existing IVRS at Hazaribag SSA Comprehensive Annual maintenance contract for five years will start with effect from the date of signing the agreement.
- 3. During the period of AMC the successful bidder (hereinafter called the Contractor) shall
- (i) Diagnose the hardware & software faults.
- (ii) Rectify the hardware/software fault decided.
- (iii) Repair/replace the faulty equipment.
- (iv) Carry out the periodic preventive maintenance.
- (v) Upkeep the Hardware & software periodically, to incorporate the latest guidelines of BSNL.
- (vi) Carry out necessary changes in the configuration of the operating system / other Softwares (if necessary reload them) as and when necessary for loading the Upgraded version of the application Software and patches / modules as and when required.
- (vii) Re-install and Re-establish the IVRS in case of upgraded hardware or software or any other component is requires meeting the increasing load on the IVRS system which shall be procured by the department.
- 3. The bidder shall provide service/maintenance to the purchaser in the presence of user, at the locations where hardware and software products will be installed.

## **CONDITIONS:**

1. All faults shall be rectified within 24 hrs. from its reporting to the contractor. If the tenderer fails to rectify the faults within 24 Hrs. from it's reporting time, the penalty as specified under clause 3.6 of section VI shall be imposed.

- 2. The officer/staff of the concerned section of where will report the faults on telephone/through FAX /EMAIL to the fault control centre of the contractor.
- 3. The purchaser shall pay AMC charges to the contractor on half yearly basis after completion of six month duration.
- 4. Replacement of any part should be done with the approval of BSNL Personnel and a record is to be maintained with the system incharge.
- 7. Neither the BSNL nor the system maintenance firm shall be liable for any delay in or failure of performance of their respective obligations under the agreement caused by occurrences beyond the control of the BSNL or the system maintenance firm as the case may be (including failure or reductions), acts of God, acts of the public enemy, wars insurrections, riots, strikes, lock-outs, sabotage, any law, status or ordinance, thereof or any other local authority or any compliance therewith or any other causes, contingencies of circumstances similar to the above. Either party shall promptly but not later than twenty days thereafter notify the other of the commencement and cessation of such contingency, and if such contingency continues beyond three months, both parties agree upon the equitable solution for termination of this agreement or otherwise decide the course of action to the adopted.
- 8. The successful bidder shall supply all global software upgrades issued by the firms to BSNL free of cost as part of the ACMC as well as the maintenance of these upgrades.
- 9. Latest BSNL guidelines will have to be incorporated in the Hardware & Software by the bidders free of cost during warranty and ACMC period.
- 10. The fees quoted for maintenance service of software shall be valid for the software provided at the time of installation & commissioning of the system and subsequent upgrades till the expiry of the AMC.
- 11. The successful bidder shall be solely responsible for the maintenance and repair of the software/hardware systems, equipments and parts thereof and BSNL shall not be liable to interact with the partners/collaborators or sub-contractors of the contractor.
- 12. Termination Clause: If the purchaser is not satisfied with the performance of the vendor during ACMC he should be able to terminate the ACMC during its currency, after giving 3 months notice to the contractor.

#### Section VII

#### **TECHNICAL SPECIFICATIONS**

The system will consist of:

1. Work station PC (with required license operating system) of Multi National Company (MNC) brand only (with 3 Years warranty).

- 2. TEC approved E-1 based 30 channel IVRS with all necessary IVRS software (with 3 Years warranty).
- 3. Printer DOT Matrix (with 3 Years warranty).

### 1. Work Station PC:

S.No.	Item	Mandatory Requirement		
1.	Processor	Intel Pentium IV CPU @ 2.8 GHz on 800 MHz FSB (Prescott		
		CPU Support)		
2.	Chipset	Intel 865G Enhanced Chipset supports wider range of Intel		
		Hyper- Threading Pentium 4 Processor.		
3.	Cache	512 KB Level 2.		
4.	Memory	512 MB DDR SD RAM upgradeable to 4GB		
5.	Graphics Controller	Intel Exteme Graphics 2 AGP 8xGraphics with 8 MB Video		
	Card	Cache, dynamically configurable upto 48 MB.		
6.	HD Drive	80 GB SMART III Ultra SATA/100 with 9600 rpm.		
7.	FD Drive	1.44 MB		
8.	Optical Drive	10X10X40 CD R/W and 12X DVD		
9.	LAN Card	Integrated 10Gigabits Intel Ethernet with wake on LAN		
		feature.		
10.	Monitor	17" TFT Digital Colour Monitor		
11.	Keyboard	107 Keys Keyboard.		
12.	Mouse	Optical Mouse.		
13.	I/O Port	1 ECC/EPP Parallel Port, 4 USB Ports, 1 Serial Port, 1		
		Keyboard, 1 Mouse, Audio, RJ-45- Front 2 USB, 3 PCI slots,		
		Microphone, Headphone.		
14.	Power Supply	Sufficient to support H/W & provision for expansion.		
15.	Certification	Manufacturer/Assembler of the Computer should be ISO-		
		9001 certified.		
16.	Modem	Internal Modem 56 Kbps for line testing and Fax.		
17.	Software	Preloaded Windows XP Professional/Windows 2000 PRC		
		with Media and license		
18.	Warranty	3 Years		

#### 2. Interactive Voice Controller (30 Channel Digital, E1 based) :

- (a) Should be based on C-DOT Technology.
- Should conform TEC Specifications No. GR/VRS-01/04 April'2003 (with latest amendment if any).
- Should support a maximum of 60 Channels (2 E1s or 1E1+30 dial up lines).
- Should derive power from -48 V DC source.
- Should have forced convection cooling using inbuilt fans.

- Should be able to produce alarm signals in case of :
  - a) (-) 48V input voltage failure (Visual).
  - b) Fan failure (Audio & Visual).
  - c) Filter failure (Audio & Visual).
  - d) Link fault between PC & IVRS (Audio & Visual) on PC.

#### 2 (b). IVRS SOFTWARE :

System should support 30 simultaneous calls with digital system upgradeable to 60 channels.

Should have user friendly environment on windows.

Should run on Windows platform.

Should be compatible with BSNL FRS software (COMMANDIR).

Should have following facilities :

- System should operate in multiple languages i.e. Hindi/English/Regional.
- System should be able to book the complaint of multiple exchanges. If two exchanges are having same numbering scheme, IVRS should distinguish them on the basis of SDCA codes and subscribers of both exchanges should be able to book faults of their telephones.
- Servers: The IVRS system must be capable of interfacing to multiple database, such as TRICHUR/DOT SOFT for TR/Commercial related applications: commander for FRS services etc.
- The application s/w must provide the following services:
  - a) Complaint booking.
  - b) Automatic line testing and receipt of clearance of fault from phone mechanic.
  - c) Interaction over telephone to HANDOVER/CLEAR fault with line man
  - d) Final testing
  - e) Confirmation from subscriber after final testing.
  - f) Automatic change number announcement.
  - g) Automatic bulk changed number accouchement.
  - h) Automatic payment reminder system with multiple jobs queuing. A job for APRS in a range of STD codes, telephone numbers, bill dates, bill amount within which the system should dial out. It should be possible to queue jobs within the system and the system will automatically dial out the next job after the present job is completed. It should be possible to queue upto 100 such jobs at a time. The system should automatically fetch the calls to be dialed out online from the TR server and dial out. No manual intervention should be necessary once the jobs have been fed.
  - i) VIP telephone number testing.
- j) Village public telephone (VPT) testing.
- It should be possible to record any special announcement through microphone connected to the server and this should be announced to the subscribers if so desired. The validity of such messages should be user selectable.

- It should also be possible to record special announcement message by calling into the system and then record the messages through special codes and passwords.
- All the database and application software shall be developed by the contractor firm. Necessary data entry shall also be done by the contractor.
- The system should provide simultaneous interaction on all the incoming channels.
- High quality noise cancellation should be included in the system.
- The system should have built in diagnostic capability.
- The system should be able to generate managerial information regarding total number of calls, number of calls correctly answered. Call wise system errors if any and condition of BSNL lines etc.
- Multi level User names & passwords: At least three levels of users. Full user database creation and management. Remote password for each level of user so that they can perform all tasks remotely also through telephone and special codes known to them only.
- A user would also be able to get statistics of system operation remotely through their passwords. Any special announcement may also be recorded remotely through their passwords.
- Should any error condition happen, the system should also be dial out and inform a set of telephone numbers of the fault condition.
- CLI and DNIS:- The system should be able to catch both the CLI and DNIS service. The DNIS service would be utilized by the system to offer the various services. The cannels would only be designed as incoming channels must provide all incoming services while all outgoing channels must provide all dial out services. CLI must be incorporated in all reports.
- The application software must have exhausted reports features for every module.
- IVRS should have the facility of call diversion to the supervisor's number.
- Contractor shall do up-gradation of application software of IVRS if required and add features, if required free of cost during the warranty period.

## 3. Printer : DOT Matrix Printer (132 Column 24 pin & 300 cps).

4. **1 KVA UPS** 

#### SECTION –VIII

#### AGREEMENT

#### The successful tenderer shall have to execute the following agreement.

This agreement made	on this	day of (month)
(Year)	between	
M/s	1	herein after called

"The Contractor" (which expression shall unless excluded by or repugnant to the context, include its successors, heir, executors, administrative representative and assignee) of the one part & the CMD here in after referred to as the BSNL, of other part.

Whereas the contractor has offered to enter into contract with the said BSNL for the supply, installation, testing and commissioning of E1 based IVRS system in Hazaribag SSA on the terms and conditions herein contained and the rates approved by the BSNL (copy of Rates annexed) have been duly accepted and whereas the necessary security deposits have been furnished in accordance with the provisions of the tender document and whereas no interest will be claimed on the security deposits.

Now these presents witness and it is hereby agreed and declared by and between the parties to these presents as follows.

- 2) The NIT (notice inviting tender), Bid documents (Qualifying and Financial), letter of intent, approved rates, annexed hereto and such other additional particulars, instructions, drawings, work orders as may be found requisite to be given during execution of the work shall be deemed and taken to be an integral part of the contract and shall also be deemed to be included in the expression "The Agreement" or "The Contract" wherever herein used.
- 3) The contractor shall also supply the requisite number of workmen with means & materials as well as tools, appliances, machines, implements, vehicles for transportation, cartage etc. required for the proper execution of work within the time prescribed in the work orders.
- 4) The contractor hereby declares that nobody connected with or in the employment of the BSNL is not/shall not ever be admitted as partner in the contract.
- 5) The contractor shall abide by the terms and conditions, rules, guidelines, construction practices, safety precautions etc. stipulated in the tender document including any correspondence between the contractor and the BSNL having bearing on execution of work and payments of work to be done under the contract.

In witness whereof the parties' presents have here into set there respective hands and seals the day and year in.....

Above written:

Signed sealed & Delivered by The above named contractor in The presence of

#### Witness:

1.

2.

Signed & Delivered on behalf Of the President of India by the

#### Witness:

1.

2

#### SECTION IX

#### LIST OF THE DOCUMENTS TO BE SUBMITTED ALONG WITH QUALIFYING BID

The tenderer will have to submit the following documents/deposits with the Technical Bid. Any bid not accompanying the below mentioned documents/deposits will be liable to be rejected.

1. Bid security in accordance with the tender document.

- Tender document(s), in original, duly filled in and signed by tenderer or his authorized representative along with seal on each page. All corrections and over writing must be initialed with date by the tenderer or his authorized representative.
- 3. The registration of the firm. Authenticated copy of partnership deed in cases of partnership firm.
- 4. Bid Form, duly filled in, as per section II.
- 5. Tenderers profile duly filled in, as per section III of the tender document.
- 6. Original "Power of Attorney" in case person other than the tenderer has signed the tender documents.
- 7. Income Tax PAN no.
- 8. Service Tax registration of the firm.

## Section X

# **Financial Bid**

# Format for the rates to be quoted

Tender NO: GMTD/HZB/Tender/IVRS/06-07/04 Dated at Hazaribag the: 03.07.2007.

I/We hereby offer the following rates :

S.N.	Item	Qty.	Make &	Rate	Total Driag
01	SITC of IVRS server and software as per specification in section VII	<b>Reqd.</b> 04	Model	(Per Unit Item) in Rs. Rs (In words Rs	Price
02	AMC Charges per year for the new IVRSs supplied after Warranty	Ist Year		) Rs	
		IInd Year		Rs (In words Rs 	
			ice of	Sl.No03 (in Wo )	rks Rs.

03	Comprehensive AMC Charges for the existing IVRSs per year	Ist Year	Rs.	
		IInd Year	Rs	
			(In words Rs)	
		IIIrd year	Rs (In words Rs 	
		IVth year	Rs.	
		Vth year	Rs.	
Grand	Grand total of sl. No. 1,2,3 Rs			

Signature of the Tenderer with Seal

#### SECTION XI

## **LETTER OF AUTHORISATION FOR ATTENDING BID OPENING**

Tender Number \_\_\_\_\_

Subject : Authorization for attending bid opening on \_\_\_\_\_\_ date in the tender of

Following persons are hereby authorized to attend the bid opening for the tender mentioned above on behalf of \_\_\_\_\_

(Bidder) in order of preference given below.

**Order of Preference** 

Name

**Specimen Signatures** 

Ι

Π

Alternate Representative

Signature of bidder

or

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

No. 1. Maximum of two representatives will be permitted to attend bid

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

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