

BHARAT SANCHAR NIGAM LIMITED

(A Govt. of India Enterprises)
Office of the General Manager, Telecom District,
HAZARIBAG

TENDER DOCUMENT FOR OPERATIONAL SUPPORT CUM AMC OF TRICHUR PACKAGE OF HAZARIBAG SSA FOR A PERIOD OF ONE YEAR

(Kindly read instructions inside carefully. Any omission may render your tender to rejection.)

(,,
SALE OF TENDER DOCUMENT	FORM 24.01.2007 TO 15.02.2007 ON ALL WORKING DAYS BETWEEN 11:00 HRS. TO 15.00 HRS.
LAST DATE OF SUBMISSION OF	
TENDER DOCUMENTS	UP TO 15.00 HRS. ON OR BEFORE 16.02.2007 IN THE TENDER BOX KEPT IN THE CHAMBER OF THE DE (A&P), O/O GMTD, HAZARIABG
DATE OF OPENING OF TENDER	AT 15.30 HRS. ON 16.02.2007
TENDER FORM NO	•••••
COST OF TENDER DOCUMENT- Rs. 50	00/-(Five Hundred) ONLY
ISSUED TO	
•••••••	
••••••	
PAYMENT PARTICULARS : Paid Rs	. 500/-(Five Hundred) Only vide ACG –67 Receipt
No./ D.D. No	dated
DATE OF ISSUE ://	
	S.D.E. (Plg)
	O/o G.M.T.D., Hazaribag
	(Issuing officer)

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Office of the General Manager Telecom District, Hazaribag

No.: - GMTD/HZB/Tender/AMC-T. Package/06-07/10 (i) Dated at Hazaribag the: 23.01.2007.

NOTICE INVITING TENDER

1. On behalf of BSNL the GMTD, Hazaribag invites properly sealed tenders (packing PVC/tape/Sealing wax) from reputed registered and experienced service providers for operational support cum AMC of Trichur Package of Hazaribag SSA (installed at Pramod Bhawan, Hazaribag) for a period of one year.

Name of work	Estimated cost	Cost of Bid in Rs.	Bid Security in
	in Rs.	(Non refundable)	Rs.
Operational support cum AMC of Trichur	Rs. 3,00,000.00	Rs. 500.00	Rs. 7,500.00
Package of Hazaribag SSA for one year			

2. Mode of receipt of Tender form: --

Tender document can be purchased from S.D.E. (A&P), O/o GMTD, Hazaribag on production of ACG – 67 receipt for Rs. 500.00 issued from this office or through D.D. issued from any Nationalised bank in favour to Sr. A.O. (Cash), O/o GMTD, BSNL, Hazaribag payable at Hazaribag.

The tender document can also be downloaded from website www.hazaribag.bsnl.co.in. In that case the cost of tender document in the form of demand draft (as stated above) issued within the stipulated period for sale of tender document must be submitted alongwith the sealed tender and such D.D. should be submitted either in bid security envelop or in qualifying bid envelop.

3. Bid Security: --

Bid Security for RS. 7,500/- (Seven thousand five hundred) only should be paid in the form of D.D. issued by a scheduled bank drawn in favour of Sr. Accounts Officer (Cash), O/o GMTD, BSNL, Hazaribag payable at Hazaribag.

4. Exemption from cost of Bid: --

The SSI units registered with NSIC for the tendered items will be given exemption from the cost of bid document, whose monitory limit is more than estimated cost of the tender and full fill all the conditions in this regard of NSIC as per BSNL procurement rules.

5. Sale of tender document: --

Between 11.00 hrs to 15.00 hrs from 24.01.2007 to 15.02.2007.

6. Time & Last date of submission of tender documents: --

Upto 15.00 hrs of 16.02.2007.

7. Date and time of opening of tender documents: --

At 15.30 hrs of 16.02.2007.

8. Period of contract: --

The normal period of contract will be of one year after from the date of signing of agreement which may be increased or decreased as per discretion of GMTD BSNL Hazaribag.

9. Rate: -

Rates should be quoted inclusive all taxes, duties & levies. Approved rate of contract will remain valid for entire period of contract as well as for extended period also.

10. Payment of bill: -

Payment will be done on quarterly basis after satisfactorily performing job as mentioned on bid document scope of works (Annexure – III).

11. Documents to be submitted alongwith the tender:-

- a. NIT & Tender document in original duly filled in and signed by tenderer or his authorised representative with seal on each page. Corrections and overwriting must be initialed with date by the tenderer or his authorised representative.
- b. Financial bid (Annexure VII) quoting rate duly filled in and signed with seal.
- c. Bid security in accordance with the tender document.
- d. The registration of the firm for tendered job. Authenticated copy of partnership deed in case of partnership firm.
- e. Income Tax Pan No./Service tax No. and service tax clearance certificate.
- f. Experience certificate for Rs. 02 (two). Lakhs in the field of operational support and development of software for Trichur billing package for financial year 2004-05, 2005-06 (taken together) issued by the competent authority of BSNL /MTNL/DOT, not below the rank of STS. The contractor should also produce the certificate regarding working knowledge of TBL Package.
- g. Original "Power of attorney" in case person other than the tenderer has signed the tender documents.
- h. NSIC registration certificate, in case of NSIC unit.
- 12. The tender which is not accompanied by the requisite bid security/cost of bid (if downloaded from website) shall be summarily rejected.
- 13. The GMTD, Hazaribag reserves the right to reject or accept any or all tenders in full or parts without assigning any reason what so ever.
- 14. Details also available on web site www.hazaribag.bsnl.co.in.
- 15. GMTD reserves the right to make counter offer the rates.

D.E. (A&P) O/o G.M.T.D., Hazaribag

Copy to: -

- (1) The CGMT, Jharkhand Telecom Circle, Ranchi for king information.
- (2) All D.Es in Hazaribag SSA.
- (3) The CAO/IFA, Hazaribag.
- (4) The Sr. AO (Cash)/AO (SBP)/JAO (Cash), Hazaribag.
- (5) Notice Board of all offices in Hazaribag SSA.
- (6) Press:--

D.E. (A&P) O/o G.M.T.D., Hazaribag

BHARAT SANCHAR NIGAM LIMITED. OFFICE OF THE GENERAL MANAGER TELECOM DISTRICT, HAZARIBAG

Annexure-I

Instruction to bidders

- 1. Wax/PVC tape sealed tenders are invited by the GMTD, Hazaribag on behalf of the BSNL for Operational support cum AMC of Trichur Package of Hazaribag SSA (installed at Pramod Bhawan, Hazaribag) details of which are given under scope of work (Annexure –III) of bid document.
- 2. The estimated cost of tender is Rs. 3,00,000/- for a period of one year.

3. Mode of receipt of Tender form: --

Tender document can be purchased from S.D.E. (A&P), O/o GMTD, Hazaribag on production of ACG – 67 receipt for Rs. 500.00 issued from this office or through D.D. issued from any Nationalised bank in favour of Sr. A.O. (Cash), O/o GMTD, BSNL, Hazaribag payable at Hazaribag.

The tender document can also be downloaded from website www.Jharkhand.bsnl.co.in. In that case the cost of tender document in the form of demand draft (as stated above) issued within the issuing dates of sale of tender document must be submitted alongwith the sealed tender and such D.D. should be submitted either in bid security envelop or in qualifying bid envelop.

4. Bid Security (EMD): --

Bid Security Rs. 7,500/- (Rs. Seven thousand five hundred) only should be paid in the form of D.D. issued by a scheduled bank drawn in favour of Sr. Accounts Officer (Cash), O/o GMTD, BSNL, Hazaribag payable at Hazaribag. The NSIC registered tenderers have also to submit the EMD amount as stated above.

5. Exemption from cost of Bid: --

The SSI units registered with NSIC for the tendered items will be given exemption from the cost of bid document amount, whose monitory limit is more than estimated cost of the tender and full fill all the terms & conditions in this regard of NSIC as per BSNL procurement rules.

6. Sale of tender document: --

Between 11.00 hrs to 15.00 hrs from 24.01.2007 to 15.02.2007.

7. Time & Last date of submission of tender documents: --

Upto 15.00 hrs of 16.02.2007.

8. Date and time of opening of tender documents: --

At 15.30 hrs of 16.02.2007.

9. Period of contract: --

The normal period of contract will be of one year from the date of signing of agreement which may be increased or decreased as per description of GMTD BSNL Hazaribag.

10. Rate: -

Rates should be quoted inclusive all taxes, duties & levies. Approved rate of contract will remain valid for entire period of contract as well as for extended period also.

11. BID DOCUMENTS:

The bid document includes:

A. Qualifying bid:

- (i) Notice Inviting Tender.
- (ii) Instruction to Bidders (Annexure − I).
- (iii) General Terms & Conditions (Annexure II).
- (iv) Scope of works (Annexure III).
- (v) Acceptance of bid (Annexure IV).
- (vi) Declaration by the ternderer (Annexure V).
- (vii) EMD amount as stated at Sl. No. 04.
- (viii) The registration of the firm for tendered job. Authenticated copy of partnership deed in case of partnership firm.
- (ix) Income Tax Pan No./Service tax No. and service tax clearance certificate.
- (x) Experience certificate for Rs. 02 (two). Lakhs in the field of operational support and development of software for Trichur billing package for financial year 2004-05, 2005-06 (taken together) issued by the competent authority of BSNL/MTNL, not below the rank of STS.
- (xi) NSIC registration certificate.
- (xii) Original "Power of attorney" in case person other than the tenderer has signed the tender documents.

B. Financial Bid:

(i) Offer for rate – Annexure – VII.

12. PREPARATION OF BIDS:

Cost of Bidding:

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

13. SIGNING OF BID:

The bidder shall submit, the bid documents (in original) duly signed on each and every page, establishing the conformity of his bid to the bid documents of all the works to be executed by the bidder under the contract.

14. SUBMISSION OF BIDS:

14.1 Bid for the tender should be submitted in three envelopes placed inside a main cover. These envelopes should contain the followings:

Envelope	Marked on the cover	Contents of envelope	
First	Bid Security	Containing bid security as per clause 04 & 05 of	
		Annexure-I.	
Second	Qualifying Bid	Containing documents as per clause 11 A except bid	
		security.	
Third	Financial Bid	Rates duly quoted by the tenderer in the prescribed	
		format. (Annexure – VII)	

On all these envelopes the name and address of the firm and whether "Bid Security". Or "Qualifying or Financial" bid must be clearly mentioned and should be properly sealed (with sealing wax/packing PVC tape) and addressed to the D.E. (A&P), O/o GMTD, Hazaribag. These envelopes are to be placed inside a forth envelope and properly sealed (with sealing wax/packing PVC tape) and addressed as mentioned above. The tenders, which are not submitted as per above mentioned procedures, will be summarily rejected.

14.2 All envelopes (3 inner & one outer) must bear the following:

Tender for Operational support cum AMC of Trichure Package of Hazaribag SSA.

"Not to open before (Due date opening of tender)". The tenderer registered with NSIC should also mention on the top of envelop "NSIC registered".

14.3 The sealed tender should be dropped in the tender box kept in the chamber of D.E. (A&P), O/o GMTD, Hazaribag before the closing as mentioned in NIT. The slit of the tender box will be sealed immediately after the specified time for receipt of tender. Any tender presented in person after the sealing of box will not be received by (the tendering authority) or by any of the subordinates or will not be allowed to be deposited in the tender box.

15. BID OPENING:

- 15.1 The BSNL shall open the bids in the presence of bidders or his authorized representatives who choose to attend, at 15:30 hours on due date. The bidder's representative who are present, shall sign an attendance register. The bidder shall submit authority letter to this effect before they are allowed to participate in the bid opening (A format is given in Section-IX).
- 15.2 A maximum of two (2) representatives for any bidder shall be authorized and permitted to attend the bid opening.
- 15.3 The Bids shall be opened in the following manner:
- 15.4 The bid opening committee shall count the number of bids and assign serial numbers to the bids. For example, if 10 tenders have been received the bids shall be numbered as 1 of 10, 2 of 10 etc. All the members shall initial on the outer envelopes of all the bids with date.
- 15.5 The envelopes containing the tender offer and not properly sealed, as required vide para 14.1 shall not be opened and shall be rejected outright. Closing the cover by gum will not be treated as sealed cover. The reasons for not opening such tender offers shall be recorded on the face of the envelope and all the members of bid opening committee shall initial with date.
- 15.6 First the outer envelope containing the three envelopes is opened. The bid opening committee shall initial on all three envelopes with date.
- 15.7 Out of these three envelopes, the envelope marked "BID SECURITY" shall be opened first and examined.
- **15.8** The bidders who have submitted proper bid security as per tender document, their "Qualifying Bid" shall be opened and papers/documents submitted by the bidder shall be examined and recorded by the TOC. After opening the qualifying bid, all the documents contained therein shall be serially numbered and signed by the bid opening committee members.
- **15.9** After recording of the "Qualifying Bid" the TOC will place all the financials bids submitted by the bidder in an envelope and will properly seal with wax or packaging PVC tape for keeping in safe custody by chairman of TOC.
- **15.10** The Financial Bid shall be opened in the following manner;
- 15.11 The envelope marked "Financial Bid", will be opened only for qualified tenders in "Qualifying bid".
- 15.12 The date and time of opening of "Financial Bid" shall be conveyed to all the bidders who have qualified in qualifying bid. The bidders, if desire, may have representation during opening of financial bid.
- 15.13 After opening the "Financial Bid" the bidder's name, bid prices, modifications, bid withdrawals and such other details, as the BSNL, at its discretion, may consider appropriate, will be announced at the opening.
- 15.14 In case there is discrepancy in figures and words in the quote, the same shall be announced in the bid opening, but the quote in words shall prevail.

16. PRELIMINARY EVALUATION:

- 16.1 BSNL 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.
- 16.2 If there is discrepancy between words and figures, the amount in words shall prevail. If the contractor does not accept the correction of the errors, his bid shall be rejected.
- 16.3 Prior to the detailed evaluation, pursuant to clause 17, the BSNL will determine the substantial responsiveness of each bid to the bid document. For purpose of these clauses a substantially responsive bid is one, which conforms to all the terms and conditions of the bid documents without deviations. The BSNL's determination of bid's responsiveness is to be based on the contents of the bid itself without recourse of extrinsic evidence.
- 16.4 The BSNL will reject a bid, determined as substantially non-responsive and shall not subsequent to the bid opening be made responsive by the bidder by correction of the non-conformity.

17. EVALUATION AND COMPARISON OF SUBSTANTIALLY RESPONSIVE BIDS:

The BSNL shall evaluate in detail and compare the bids keeping in mind.

- (i) Quoted rate for all job as mentioned in annexure III.
- (ii) Reputation of previous conduct if any gained by this office.
- (iii) The credibility of the party/tenderer and its ability to execute the works in accordance with prescribed specifications and standards and within the stipulated time period.

18. PERIOD OF VALIDITY OF BIDS:

Bid shall remain valid for 90 days from date of opening of the financial bid. However it will be extended for further period as determined necessity by the GMTD, Hazaribag. Refusal of extended period of bid validity by the any tenderer will result in forfeiture of the bid security.

19. AWARD OF CONTRACT:

- 19.1 The BSNL shall consider award of contract only to that eligible bidder whose offer have been found technically, commercially and financially acceptable.
- 19.2 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) of 10% NSIC registered tenderers 5% of the total cost of the tender work awarded inclusive of EMD in form of crossed demand draft from any Nationalized Bank drawn in favour of Sr. A.O. (Cash), BSNL, Hazaribag payable at Hazaribag within 15 days on receipt of letter of intent. The Security Deposit will bear no interest while in custody of the BSNL. The Security Deposit will remain in custody of the BSNL throughout the warranty period of Goods.

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 GMTD, Hazaribag extends time in writing.

19.3 The work may be awarded to more than one contractor as per discretion of GMTD, Hazaribag.

20. SIGNING OF AGREEMENT:

20.1 The signing of agreement shall constitute the award of contract on the bidder. The agreement with the successful bidder shall be signed by the BSNL within a week on submission of S.D. money i.e. 10% NSIC registered tenderers 5% of awarded work value, which will be held by the BSNL till six months after the completion of contract.

20.2 As soon as the tender is approved by the competent authority, the Bid Security (EMD) deposited by the successful bidder shall be compulsorily converted into the security deposit money.

21. ANNULMENT OF AWARD:

Failure of the successful bidder to comply with the requirement of BSNL as per tender document shall constitute sufficient ground for the annulment of the ward and forfeiture of the bid security, in which event, the BSNL may make the award to any other bidder at the discretion of the GMTD, Hazaribag or call for new bids.

22. COMMENCEMENT OF WORK:

The contract work must be started by the contractor from next coming date after signing of agreement or as per order issued by GMTD, Hazaribag.

23. REFUND OF EMD TO UNSUCESSFUL TENDERERS:

The EMD amount to unsuccessful tenderer will be refunded as early as possible after finalization of tender & execution of agreement.

24. SUBMISSION OF BILL/BILLS FOR PAYMANT:

- 24.1 The contractor shall produce the bill (in triplicate) quarterly to the A.O. (Computer/TR) within 30 days from the date of passing of quarter. An intimation in this regard should be given by the contractor to this office through central registry of this office i.e. receipt and dispatch section.
- 24.2 On receipt of bill the A.O. (Computer/TR) will submit the bill within 07 (seven) days to the planning section after due certifications on bill regarding works supported by the contractor & any penalty to be imposed to the contractor as per tender terms.
- 24.3 The planning section will process bill within 07 (seven) days for payment in tender file after due checking of claimed rates any delay/lapses made in accordance with tender terms, penalty if any to be imposed to the contractor.
- 24.4 Payment will be done subject to availability of fund under such head after deduction of:-
 - (i) Income Tax as applicable.
 - (ii) Any other taxes lodged by central/state Government during the contract period.
 - (iii) Penalty, if any as per tender terms.

25. PERIOD OF CONTRACT:

The normal period of contract will be of one year from the date of signing of agreement. However, it may be extended for further period based on same terms, conditions and rates of the contracts and it will also be decreased as per discretion of GMTD, BSNL, Hazaribag. For this, a notice in written will be issued to the contractor one month before through registered post.

26. REFUND OF SECURITY MONEY TO APPROVED CONTRCATOR:

The security money to the approved contractor will be refunded after 06 (six) months from the date of expiry of contracts. No any interest will be given on security money.

27. Forfeit ness of EMD/SD money and black listing: --

The GMTD, Hazaribag reserves the right to forfeit EMD/SD money or black list as per discretion to those contractors who:--

- (i) If all documents as stated in NIT/Tender are not submitted along with the tender.
- (ii) Have submitted any false document along with the tender.
- (iii) Fails to sign the agreement within the stipulated period.
- (iv) Fails to commence or carry out the works within stipulated period as targeted by A.O. (Computer/TR), O/o GMTD, Hazaribag as per scope of works (Annexure III) of bid document.

(v) Fails to rectify the defects in Trichur Package Software/Data Base occurred during execution of work.

28. Summary for rejection of Bids:

Any one or more of the following action/omission are likely to cause summary for rejection of bid

- 1. Any bid, received without all required document as per NIT/Tender terms.
- 2. Late without conclusive proof that it was delivered before the specified closing time.
- 3. Any bid, unless exempted specifically not accompanied by required earnest money.
- 4. Any bid received unsealed.
- 5. Any conditional bid.
- 6. Any bid in which rates have not been quoted in accordance with specified formats/details as specified in Bid document.
- 7. Any effort by a bidder to influence the purchaser in the bid evaluation, bid comparison or contract award decision.
- 8. If the tenderer has been blacklisted previously by any SSA of Jharkhand Telecom Circle.

DE (A & P) O/o the GMTD, Hazaribag

TERMS AND CONDITIONS

Annexure - II

- 1) The accepted rates will be operative during the period of contract. The contract will be valid for one year. However, if required, the contract will be further extended for a period of further one year by G.M.T.D., Hazaribag. It will be obligatory on the part of tender to accept.
- 2) During the currency of the agreement, the contractor shall support the B.S.N.L. for smooth and efficient functioning of the application software. The support shall be in person. This includes periodical visits (at least monthly), to the sites, even if there is no complaint, apart from giving immediate on site support at the time of complaints.
- 3) The contractor shall obtain certificate from the A.O. (Computer/TR) in taken of having visited the site and enclose the same alongwith the periodical bills. In case the contractor misses a periodical visit, suitable penalty shall be imposed as deemed fit by the Head of SSA concerned which shall be deducted from the subsequent payment, due if any otherwise, the amount shall be deducted from the Bid security/bill.
- 4) The contractor shall write all reports on the basis of the existing databases and tables to meet the requirements of the SSAs. Neither the structure nor the existing programs, reports, forms etc. shall undergo any modifications/changes. These shall be done during the contract period under the terms of agreement at no extra cost. These reports shall be kept outside the main menu, as in independent module.
- 5) The existing data entry formats shall not be modified without prior permission of the G.M.T.D., Hazaribag.
- 6) The contractor shall undertake reinstallation of oracle and application software with database whenever required free of cost due to any crash or upgradation of the hardware or operating system. Even if the reinstallation is not required, the contractor shall reinstall the oracle and application software alongwith the database, at least once during the currency of the agreement for efficient performance.
- 7) At the time of upgradation of any hardware, while BSNL's guidelines shall broadly form the basis, the assistance of the contractor may also be considered valuable for suitable upgradation and subsequent smooth and efficient functioning. Such services, if any, taken from the contractor shall be within the contractual value only.
- 8) In the event of any crash, the contractor, before taking up any remedial action, shall investigate the probable cause a crash and intimate the user as to the precautions, if any, to avoid any such crash subsequently. Suitable remarks to this effect shall be made in the maintenance log book for future reference. If required to restore the service the contractor will supply the operating system free of cost.
- 9) The A.M.C. charge on approved rate will be paid to the contractor quarterly basis on production of pre-receipted bill in duplicate.
- 10) The respective B.S.N.L. officers i.e. the in-charge of the system will certify on the contractor's quarterly bills that the work and conduct of the contractor is satisfactory and in accordance with terms and conditions of the AMC.
- 11) All problems, including changes in tariff structure and policy decisions of B.S.N.L. etc. encountered during the period of AMC shall be resolved by the contractor in the presence of the B.S.N.L. staff operating the system and the solutions shall be got applied through the B.S.N.L. staff itself imparting necessary knowledge training to the B.S.N.L. staff in the process to enable them to handle similar problems in future by themselves.
- 12) The contractor shall furnish a performance bank guarantee cash/Demand Draft or any part thereof as decided by G.M.T.D., Bharat Sanchar Nigam Limited, Hazaribag worth 10% of the

- ordered value, from any scheduled bank in favour of Sr. A.O. (Cash), BSNL, O/o G.M.T.D., Hazaribag. In the event of unsatisfactory performance, the GMTD, Hazaribag reserves the right to meash such bank guarantee in full or part, as deemed fit.
- 13) The contractor shall extend the support within 48 hrs. of the call from the A.O. (Computer/TR). The failure delay on the part of the contractor to extend such support within this stipulated time shall make the contractor enable to pay damages @ 0.5% of the AMC for each day of delay subject to a maximum of Rs. 5,000/- per occasion.
- 14) The contractor shall prepare user documentation for such reports and forms generated by them, not forming part of existing application menu submenu, for guidance of the user.
- 15) A report of all such new additions shall be sent to the circle office alongwith specimen reports containing real data and the documents so prepared.
- 16) The application, in general, shall be maintained by B.S.N.L. from time to time and the user shall received new versions. Such new versions shall be installed and test-run by the contractor for the benefit of the user, as part of this contract.

TERMINATION OF AGREEMENT:

Contract may be terminated by the B.S.N.L. at any time by giving one month's notice in writing to the contractor without assigning any reason thereof and the decisions to so terminate shall be final. B.S.N.L. shall not be responsible for any loss, damage etc. incurred to the contractor as a result of the termination of the contractor. B.S.N.L. shall be free to take due action for appointment of a new contractor during the period under notice or thereafter.

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 with 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 there under 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.

> D.E. (A&P), BSNL O/o G.M.T.D., Hazaribag

Scope of work ANNEXURE - III

Operation support of Trichur Package (Including AMC)

- B. Billing and accounting through Trichur Package Version 5.0
 - 1) Implementation of application software and Oracle with creation of database.
 - 2) Data and conversion of existing data like master details (subscriber details) all bills and application deposit.
 - 3) Completion of data entry for Trunk tickets, phonogram, ITX tickets, advice notes and downloading/entry of meter reading prior to bill processing.
 - 4) Processing of advice notes and bill generation for normal subscribers upon completion of data entry.
 - Bill generation of subscribers other than normal subscribers like STD-PT, LOCAL-PT, 5) WLL (General & VPT) and Broad Band etc.
 - Commencement of payment noting activities including setting of online counters and 6) release of disconnection lists and generation of reports.
 - 7) Sub ledger preparation and related reports generation.
 - Operational level training for all TRA users. 8)
 - 9) Upgraded version of Trichur Package will be implemented time to time on release.
 - 10) Tariff revision will be supported by suitable insertions
 - Implementation of online cash counters (Local and out stations). 11)
 - Any other work related to Trichur or given by A.O. (Computer/TR) time to time as per 12) instruction of BSNL HQ New Delhi/Circle office, Ranchi.
 - 13) The tenderer will liable to compensate any loss due to fault/irregularities done by the tenderer either intentionally or by mistake. The quantum of amount of losses will be decided by the BSNL and the same will be recovered from the tenderer.
 - 14) USO Funding (VPT & Rural house hold) Statement
 - 15) All type of statement as prescribed or to be prescribed by BSNL HQ/CGMT office Ranchi time to time.
 - 16) Back up of all data at prescribed regular intervals.

$\underline{ANNEXURE-IV}$

(ACCPTANCE OF BID)

From:	(Meer mittee of Bib)
To,	
,	The DE (Admin) O/o the GMTD, BSNL HAZARIBAG
No.:	Dated at Hazaribag:/2007.
Sub. : C Hazarib	Operational support cum AMC of Trichur Package of Hazaribag SSA (installed at Pramod Bhawan, pag).
Ref. N	o.: GMTD/HZB/Tender/AMC-T. Package/06-07/10 (i) Dated at Hazaribag: 23.01.2007.
Tender offer.	In response to your notice inviting tenders for the Operational support cum AMC of Trichurge of Hazaribag SSA (installed at Pramod Bhawan, Hazaribag) for one year. I/We hereby quote our offer as per details in Annexure-VI. I/We hereby declare that I/We have gone through the terms and conditions stipulated in the Notice/Bid document and agree to abide by the same in the event of acceptance of my/our Demand Draft No
Yours	faithfully,
Name	in Block letters:
Signati	ures with seal
Capaci	ty in which the
Tender	is signed.
Full ad	dress of the Tenderer
Teleph	one number:-
Note:-	Tenders received without above declaration will be rejected.

ANNEXURE – V

DECLARATION BY THE TENDERER

1	Name of the firm	: -
2	Postal address of the firm	
	(with telephone no.)	:-
3	Registration of Firm	:-
4	Preparatory/Partnership	:-
5	In case of partnership firm,	
	Name of the person having power	
	of attorney (Attach Partnership Deed)	:-
6	Up to date Service Tax	
	Clearance certificate/PAN no.	:-
7	Experience in the field of operational	
	support cum AMC of Trichure Package	
	in BSNL/MTNL/DOT	:-
9.	Details of EMD	:-

I/We have gone through and understood all the terms and Conditions laid down in the **Tender Document no:** GMTD/HZB/Tender/AMC-T. Package/06-07/10 (i) dated 23.01.2007 and would abide by the same terms and conditions throughout the period of contract.

I/We, hereby also agree to execute "Contractual Agreement" with the authorized officer of BSNL, Hazaribag Telephones or another authority appointed by him based on all the terms and conditions laid down in the Tender Document referred to above in the event of being selected as a successful Tenderer.

I/We do hereby solemnly affirm that the information furnished above is true the best of my knowledge and belief .I have read and understood the tender documents in respect of operational support cum AMC of Trichure Package of Hazaribag SSA and agree to abide by all terms and condition contained in the said tender documents.

I/We further understand that incase of non submission of required documents as per NIT, Tender terms/false statement/documents found at any stage failure in completion of work within the stipulated period my/our agreement will be cancelled, EMD will be forfeited and my/our firm will be blacklisted.

Signature of tenderer Name Address Phone No.

Seal of the firm.

14/16 Signature of Bidders with seal

ANNEXURE VI

LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

No.:- GMTD/HZB/Tender/AMC-T. Package/06-07/10 (i) Dated at Hazaribag the: 23.01.2007.

Following persons are hereby authorized to attend the bid opening for the tender mentioned above on behalf of...... in order of preference given below.

Order of preference Name Specimen Signatures

I

II

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.

FINANCIAL BID Annexure - VII

To,

The GMTD, BSNL, Hazaribag

Subject: - Our Rate for operational support cum AMC of Trichur Package of GMTD office Hazaribag.

Ref: - GMTD GMTD/HZB/Tender/AMC-T. Package/06-07/10 (i) Dated at Hazaribag: 23.01.2007.

Dear Sir,

Having examined the tender documents scope of works and terms and conditions etc, the undersigned offer to execute the operational support cum AMC of Trichur Package of GMTD office Hazaribag for one year and quote the rates as under: --

S1.	Name of works	Rate per month inclusive of all taxes, levies and	
No.		duties	
		In Figure	In words
1	Operational support of cum		
	AMC of Trichur Package of		
	Hazaribag SSA for all types or		
	works as mentioned on "scope		
	of works" (Annexure – III)		
	Total		

If my/our bid is accepted. I/We shall submit the securities as per the conditions mentioned in the bid document and execute the agreement on approved rate by BSNL.

I/we agree to abide by this bid for a period of 90 (Ninety) days from the date of opening of the bid and it shall remain binding upon us/we and may be accepted at any time before the expiry of that period.

Date:/	Signature of Tenderer
	Name & Full Address of tenderer
	Telephone No.:

(Seal of the tenderer)