



भारत संचार निगम लिमिटेड
(भारत सरकार का उपक्रम)
BHARAT SANCHAR NIGAM LIMITED
(A Govt. of India Enterprise)

**O/o THE DEPUTY GENERAL MANAGER (IT),
3rd Floor , Door Sanchar Bhawan ,
o/o CGMT , BSNL, Orissa, Bhubaneswar-751 022**

Tender No:- CGMT/IT-99 (CC Operation Tender) /2008-09
DATED 29/ 12 /2008

**TENDER FOR OPERATION OF
COMPUTERIZED CALL CENTER**

Price : Rs 520/-

PLEASE VISIT US AT :- <http://www.orissa.bsnl.co.in>

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SECTION - 1
NOTICE INVITING TENDER

On behalf of the Bharat Sanchar Nigam Limited, the Chief General Manager Telecom, Orissa Telecom Circle invites superscribed sealed tenders with supporting documents from registered, experienced and competent manufacturers, suppliers, firms, companies etc for "**Operation of Computerized Call center**".

| | |
|---------------------------------|---|
| 1. Description of the Work | Tender for supply of agents for operation of computerized call center of Orissa Telecom Circle for one year extendable upto two years. |
| 2. Tender No. | Tender No. : CGMT/IT- 99(CC OPERATION TENDER) /2008-09 Dated – 29.12.2008 |
| 3. Sale of Tender Documents | The Tender document can be available from SDE(Computer), O/o CGMT, BSNL, 4 th Floor, Door Sanchar Bhawan, Unit-IX, Bhubaneswar -22 on production of a simple application, in duplicate, along with DD of Rs 520/- <u>in favour of Sr Accounts Officer (A & P), O/o CGMT, BSNL, Orissa Telecom Circle, Bhubaneswar up to 19.01.2009</u> during all working days between 10.00 hrs. and 16.00 hrs. The tender document can also be downloaded from our website http://www.orissa.bsnl.co.in and used for bid participation. Such bidder must enclose the cost of bid document in the form of Demand Draft of Rs 520/- in favour of Sr Accounts Officer (A & P) , O/o CGMT , BSNL . Orissa Telecom Circle , Bhubaneswar. |
| 4. Estimated cost of the Tender | Rs. 36,00,000/-(Rupees thirty six lakh only) |
| 5. Cost of Tender Documents | Rs. 520/- (Rupees five hundred twenty only) payable in demand draft favouring the Sr Accounts Officer (A & P) , BSNL ,O/o CGMT , Orissa Telecom Circle , Bhubaneswar which is not refundable. |
| 6. Earnest Money Deposit (EMD) | Rs 72,000/-(Rupees seventy two thousand only) payable in the form of Demand Draft in favour of Sr Accounts Officer (A & P) , O/o CGMT , BSNL , Orissa Telecom Circle , Bhubaneswar or in the form of a bank guarantee valid for one year from the date of NIT and from a Nationalised / Scheduled bank. |

| | |
|---|---|
| 7. Eligibility Criteria | <ol style="list-style-type: none"> 1. Prior experience in satisfactory operation of similar Call Center in India for a continuous period of at least one year having at least 25 agents each in two or more cities in India. 2. Must be a registered Firm/Company/Agency. 3. Must have valid registration under labour act. |
| 8. Selection Process | <p>a) It will be a "Two Bid Tender Process", namely</p> <ul style="list-style-type: none"> • TECHNICAL BID AND • FINANCIAL BID <p>b) The Technical bid shall be opened on the prescribed date and time. The technical bid must contain the followings along with duly signed tender document.</p> <ol style="list-style-type: none"> 1. Proof of eligibility as per the clause 7 of Sec. I 2. EMD as per the clause 5 of Sec. I 3. Cost of Bid document as per clause 3/4 of Sec. I <p>The tender evaluation committee may visit the site of the bidder in order to ascertain the viability of the bidder and based on its assessments the committee may short list the bidders.</p> <p>d) Financial bid of those short-listed bidders only shall be opened on due date and time.</p> |
| 9. Last Date for Receipt of Tenders (Both Technical & Financial Bids) | 20.01.2009 up to 13.00 hrs |
| 10. Place of Submission | Deputy General Manager (IT), o/o CGMT , BSNL , 3 rd Floor , Door Sanchar Bhawan , Unit-IX , Bhubaneswar-751 022 Phone:-0674-2546211, FAX: 0674-2542960 |
| 11. Date of Opening of Tenders | <ol style="list-style-type: none"> 1. 20.01.2009 at 15.00 hrs opening of TECHNICAL BID. 2. 30.01.2009 at 11.30 hrs opening of FINANCIAL BID. |

Deputy General Manager (IT)
Office of the Chief General Manager
3rd Floor, Door Sanchar Bhawan
Bhubnaeswar – 751022
Phone: +91 674 2546211
Mobile: +91 94394 75700
Fax: +91 674 2542960

SECTION-II
INSTRUCTIONS TO BIDDERS

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SECTION II
INSTRUCTIONS TO BIDDERS

1. SEALED TENDER

Tenders shall be submitted in wax sealed covers super scribed prominently as “TENDER FOR SUPPLY AGENTS FOR OPERATION OF CALL CENTRE FOR BSNL ORISSA TELECOM CIRCLE “and addressed to Deputy General Manager (IT), o/o CGMT , BSNL , 3rd Floor , Door Sanchar Bhawan , Unit-IX , Bhubaneswar-751022 hereinafter referred to as the DESIGNATED OFFICER. Tenders received without proper sealing are liable to be rejected.

2. DEFINITIONS

- 2.1. The term "**Orissa Telecom Circle**" appearing in this document refers to the CGMT , BSNL Orissa Circle , Bhubaneswar, which refers to the BHARAT SANCHAR NIGAM LIMITED (Corporation or any form it assumes) representing the **Chairman and Managing Director, BSNL BOARD**. Both the Orissa Telecom Circle and BSNL. as referred to in this document, are primarily represented by the Chief General Manager , BSNL, Orissa Telecom Circle, Unit-III , Bhubaneswar-751001 or any of his subordinate units.
- 2.2. The term "Bidder" means the firm or company which responds / submits substantive bids to this tender and subsequently interacts with Orissa Telecom Circle. However for the purpose of experience, inspection of facilities in the premises of the bidder etc, it shall also mean the bidder or his subcontractor.
- 2.3. The term "Department " means the CGMT , BSNL, ORISSA TELECOM CIRCLE.
- 2.4. The terms like "Supplier", "Bidder", "Vendor", "Tenderer", "Successful Bidder", "Contractor", etc., along with the corresponding adjectives , have been used in this document as if all of them refer to individual male entrepreneurs. Unless repugnant to context , these terms will be used synonymously and may be interpreted to mean women entrepreneurs , partnership firms, companies, organizations, agencies etc., as relevant , depending upon the Bidder's business status.
- 2.5. The term "Contract" means the documents forming part of the tender and acceptance thereof, the formal agreement executed between **the Chairman and Managing Director, BSNL BOARD** (represented by an Officer of the BSNL Orissa Telecom Circle) and the contractor (successful Bidder), together with all the documents and conditions referred to in this tender along with the specifications, the designs, the drawings and the instructions issued from time to time by the officer who controls the work.
- 2.6. The term "Work" means the work executed or to be executed by virtue of the contract to be executed by the contractor, whether such works be temporary or permanent and whether original or altered or substituted or additional.
- 2.7. The term "site" or "locations" means the land and /or building and/or other places in/through which the work is to be executed.
- 2.8. The term "Goods" means all the equipment, machinery, and/or other materials, including hardware and software, which the supplier is required to supply to the Department under this contract.
- 2.9. The term "Agent" means the qualified persons engaged for the handling of calls at the call center.
- 2.10. The term "Operation" means handling the inbound and outbound calls by the agents at the call center as per the requirements of BSNL.

3. SCOPE OF THE TENDER

- 3.1. The prime objective of the tender is manning of the call center established by BSNL, Orissa at Admin cum Exchange building, BJB Nagar, Bhubaneswar 751014. The primary objective of the tender is to offer better service to the customers of BSNL by offering automated or agent assisted services on all kind of

commercial and billing information , complaint booking , meter reading service , status information , payment reminders , changed number services , national directory, making outbound calls for sales promotion of various services of BSNL, information services and registration of additional facilities and action taken or any other service envisaged afterwards. The subscriber can access the call center by telephone, by post, through FAX, Email, Internet and by sending SMS. These facilities could be offered in phases as the requirement and the other future needs grow.

For BSNL, Orissa Telecom Circle the current requirement is of 14 seats (number of operator position) call center which also can be extended upto 30 seats in future without any disruption in the call center operation for 365 X 24 hrs. The agents may be asked to come in three shifts. The break up of current, average and maximum requirement of agents along with the tentative attendance per shift is tabulated below

| Current requirement in shifts | | | Future requirement in shifts | | |
|-------------------------------|-----|-----|------------------------------|-----|-----|
| 1 st | 2nd | 3rd | 1 st | 2nd | 3rd |
| 5 | 7 | 2 | 10 | 14 | 6 |

However the department reserves the rights to call for the exact numbers of agents required based on its needs. The number of shifts and its timings and the no of agents shall be decided by the department as and when required.

Operation of call center shall be made by the bidder in accordance with the terms specified by the department in its schedule of requirements and special condition of contract and the operation shall remain at the risk of the bidder until completion of the contract. The operation of the call centre will be for one year initially extendable up to two years if desired by CGMT, BSNL, Orissa. However the contract can be cancelled at any time with three month prior notice.

QUALITATIVE REQUIREMENTS:-

The call center should comply to the provisions of the TEC specifications GR No . G/CLC-01/01 DEC' 1999 and any amendments issued subsequently.

The Bidder is required to

- Supply specified agents (as per the Sec-IV) for operation of the call center for a period of one year extendable upto two years.
- Undertake that no damage/harm is caused to the call center establishment, equipment, Operation procedure through out the contract period.

The actual requirements with detailed specifications are given under **Section V** of this document.

4. ELIGIBILITY CRITERIA:

- i. Prior experience in satisfactory supply, operation of similar Call center having at least 25 agents each in preferably two or more cities in India for the tenderer or his subcontractor.
- ii. Any individual/manufacture/company who has been black listed by any Govt./PSU is not eligible to participate in the tender.
- iii. The bidder should submit an undertaking to the effect that non of their relatives working in BSNL as per annexure XIV at page 38.

5. DUE DATE AND MODE OF SUBMISSION

5.1. The Bidders shall ensure that the bid documents (Kept in an sealed outer cover) reach the Designated Officer on or before 13.00 hrs. on 20.01.2009 by depositing in the sealed Tender box kept in the office of the Designated Officer furnished below:

Deputy General Manager (IT),
O/o CGMT, BSNL, 3rd Floor,
Door Sanchar Bhawan , Unit-IX ,
Bhubaneswar-751 022

- 5.2. Tenders shall not be accepted from the Bidders or their representatives IN PERSON. However if the bidder sends the bid documents by courier or by post, he must ensure that the document must reach the designated officer before the scheduled date and time. Tenders received after the Due date and time shall not be entertained.
- 5.3 Orissa Telecom Circle may extend the date for submission of tenders suitably at its discretion.
- 5.4 The outer cover referred to at Clause 5.1 above shall contain **two separate envelopes each properly sealed (preferably with wax) , as indicated below:**
- Technical Bid containing the documents referred i.e Clause 11.5 of Section II.
 - Financial bid containing the documents referred i.e Clause 12.10 of Section II.
 - The envelopes must be super scribed as “Technical bid” and “Financial Bid” respectively.
- 5.4. These two sealed covers shall be kept in an outer cover along with a covering letter and sealed properly.
- 5.5. Tenders received in violation to the above conditions will be summarily rejected.

6. SIGNATORY FOR THE TENDER

Each page of tender shall invariably be signed and dated by the duly authorised representative of the Firm/company tendering and the firm/company shall be responsible for the satisfactory completion of the contract.

The signatory shall indicate the capacity in which he/she is signing the tender, and enclose proof of being authorised signatory of the firm/company, along with the tender.

7. EARNEST MONEY DEPOSIT (EMD)

- 7.1.1. Earnest money deposit of Rs. 72,000/-(Rupees seventy two thousand only) shall accompany the tender offer. EMD shall be paid in the form of a Crossed Demand Draft drawn on any scheduled bank and made payable to “Sr. Accounts Officer (A & P) , O/o CGMT , BSNL , Orissa Telecom Circle , Bhubaneswar.”

The demand draft shall be enclosed along with the tender offer.

- 7.2. The EMD can also be made in the form of a bank guarantee issued by a scheduled bank in favour of CGMT , BSNL , Orissa Telecom Circle valid for one year from the date of NIT and shall be attached to the tender offer.

- 7.3. Payment of EMD in any other form will not be accepted.

- 7.4. EMD of the unsuccessful Bidders shall be refunded within the reasonable time after finalisation of the tender on production of an application to this effect.

- 7.5. EMD of the successful Bidder shall be refunded after submission of Performance Bank Guarantee (PBG).

- 7.6. EMD shall be forfeited if any Bidder withdraws the offer before finalisation of the tender. However, EMD of those short listed vendors who have withdrawn before opening of financial bids or unsuccessful bidders shall be refunded after finalisation of the tender. EMD of the successful Bidder shall also be forfeited if the Bidder fails to pay Security Deposit when required to do so.

- 7.7. EMD shall not carry any interest.

- 7.8. Tenders received without EMD or exemption certificate for EMD from the competent authority will be summarily rejected.**

8. ADDITIONAL / AMBIGUOUS CONDITIONS, Etc., NOT PERMISSIBLE.

Bidders shall not stipulate any additional conditions other than those stipulated by this office in this tender and its Annexure. If any tender contains such additional conditions, which are at variance with the conditions of this tender or are in any way ambiguous or vague or uncertain or contains any price variation clause, the CGMT, BSNL, Orissa reserves the right to reject such tenders summarily.

9 AMENDMENTS TO TENDER DOCUMENTS

91. At any time, prior to the last date of submission of tender, the Department may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder in the vendors' conference, modify the tender documents by amendments.
92. The amendments shall be notified in writing or by FAX or e-mail to all prospective Bidders on the address intimated by them at the time of purchase of the tender documents and these amendments shall be binding on them. These amendments shall form part of the tender documents.
- 93 Any amendments to the bid document or changes in specification will be uploaded in our website www.orissa.bsnl.co.in and also be intimated to all prospective bidders who have directly purchased the document, by FAX. There shall be normally no advertisement of corrigendum / amendments in the newspapers as such bidders are to look for the amendments in the website regularly in their own interest.
- 94 In order to afford prospective bidders reasonable time in which to take the amendments into account in preparing their bids, the department may, at its discretion, extend the deadline for the submission of bids suitably, information regarding which will be available in our website only.

10 OPENING OF TENDER:

- 10.1 .At the first phase, the outer cover and the cover containing technical bid only shall be opened at **15.00 hrs** on **20.01.2009** by the Designated Tender opening Committee, in the office of Deputy General Manager (IT), o/o CGMT , BSNL , 3rd Floor , Door Sanchar Bhawan , Unit-IX , Bhubaneswar-751 022 , in the presence of such Bidders or their authorized representatives present at the time of opening of tenders.
- 10.2 AT THIS POINT OF TIME, FINANCIAL BIDS SHALL NOT BE OPENED, BUT PRESERVED BY THE DESIGNATED OFFICER FOR OPENING AT A LATER STAGE.
- 10.3 A maximum of two representatives for any tender shall be authorized and permitted to attend the tender opening. Persons not participating in the tender shall not be permitted.
- 10.4 The Bidders' name and addresses and other details as BSNL, at its discretion, may consider appropriate, shall be announced at the time of opening.
- 10.5 After evaluation of TECHNICAL BID , the FINANCIAL bids of the short listed vendors shall be opened on the pre announced date and time in the office of Deputy General Manager (IT), DGM(IT), o/o CGMT , BSNL , 3rd Floor , Door Sanchar Bhawan , Unit-IX , Bhubaneswar-751 022 in the presence of short-listed Bidders or their authorized representatives . BSNL shall duly intimate, in writing, all the short-listed vendors the changes if any, in the venue, date & time of opening of financial bids.
- 10.6 A maximum of two representatives of short-listed vendors shall be authorized and permitted to attend the opening of financial bids. Persons not participating in the tender or persons representing the Bidder, who is not-short listed, shall not be permitted at the time of opening of financial bids.
- 10.7 The prices as furnished in the quotation and such other details as the Department, at its discretion, may consider appropriate, shall be announced at the time of opening of financial bids.
- 10.8 **Those short listed vendors who have withdrawn before opening of financial bids shall get back their EMD after finalisation of the tender.** The unopened sealed covers containing the financial bids of those

who have not been short-listed shall be returned to them and their EMD shall be refunded after finalisation of the tender.

11 TECHNICAL BID

11.1 The Technical Bid is mainly intended to ensure that only those tenders, which meet the eligibility criteria, indicated in **Clause 7 of Sec. I** will be considered for further processing. However the records called for in the following sub-paragraphs will also be taken in to consideration while short-listing the tenders for further processing. The CGM Orissa Telecom Circle reserves the right to reject the tender offers that do not meet the eligibility criteria and the sealed covers containing the financial bids received from them will not be opened.

11.2 Information on all past supplies and satisfactory performance may be furnished by the vendor or his subcontractor against CALL CENTRE operated during last 2 years in the following proforma:-

| Name of the Callcenter | Capacity/ Size number of agents | No Of Agents supplied | Name of the project | Name of the Company to whom supplied | Name, Designation & Phone no. of the authority who can authenticate / certify the claim |
|------------------------|---------------------------------|-----------------------|---------------------|--------------------------------------|---|
| | | | | | |

This information shall be supported with documentary evidence in support of the satisfactory operation of such call center preferably in India. This prior experience clause is applicable to all Bidders.

11.3 The Bidders shall ensure that the documents listed below are enclosed in the wax sealed cover super scribed **“Technical Bid”**.

11.4 The Bidder should have local presence with full support capability in case the local office is not available at Bhubaneswar.

11.5 The bidder shall furnish the followings along with the Bid documents in technical bid to establish it's eligibility:

- i. Copy of the bid document duly signed in each page. The bid shall contain no interlineations, erasures or over writing except as necessary to correct the errors made by the bidder in which case such corrections shall be signed by the person(s) signing n the bid.
- ii. General power of attorney in favour of Signatory of tender offer.
 - a) The power of attorny submitted and executed on the non judicial stamp paper of appropriate value as prevailing in the respective states and the same be attested by a notary public or registered before sub register of the state concern.
 - b) The power 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 the bidder being a Firm the said power of attorney should be executed by all the parteners in favour of the said power of attorney.
- iii. Certificate of Incorporation

- iv. Memorandum of Articles and Association and /or partnership
- v. Certificate of Registration
- vi. Bid Form
- vii. Bid security form
- viii. **Performance Security Guarantee (Bond) Form**
- ix. **Letter of authorization to attend Bid opening.**
- x. **Non disclosure of the Agreement.**
- xi. Compliance with the labour act requirements as per sec-III.
- xii. Approval from RBI/ SIA in case of foreign collaboration
- xiii. Experience certificate as per clause 4 Sec -II.
- xiv. Declaration regarding no relatives working in BSNL as per Section-XIV
- xv. Undertaking for being responsible for the Call center operation for a period of 2 years.
- xvi. Copy of the PAN card, Sales Tax, Service tax .
- xvii. The vendor's willingness to accommodate any changes during operation.
- xviii. No deviation Certificate.

Note:- If any relevant 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 BSNL may at it's discretion call for any clarification regarding the document. The Department may seek for the submission of any additional / missing documents within a stipulated time period. In such case(s) , the bidder shall have to comply the BSNL's requirement within the specified time. In case of non-compliance to such queries , the bid will be out rightly rejected without entertaining further correspondence in this regard

All the above documents except EMD have to be self attested .The documents will be verified with the originals as and when required.

11.6. The Technical bid should not contain anything even remotely connected with the costing or such other financial information regarding the systems / services offered. The CGMT , BSNL , Orissa reserves the right to reject the tender summarily in case of violation of this condition by any Bidder.

11.7 .The completed Technical bid kept in a sealed cover along with a covering letter indicating its contents should be super scribed " TECHNICAL BID".

11.8. In addition, the vendor shall submit a list of subcontractors to whom the vendor intends to subcontract for the purpose described in this tender. The vendor will not change subcontractors without notifying department in writing.

12. FINANCIAL BID:

12.1.The **Financial Bid** shall be submitted as follows:

Price Schedule showing the break up of cost quoted such as duties, taxes, insurance etc. as per the tender document .

12.2.The Financial Bid should contain the firm and final rates in clear and unambiguous terms both in figures and words rates quoted in the price schedule shall prevail.

- 12.4. In case, any difference is found between the rates quoted in figures and words, the price quoted in words only shall be considered. If the supplier fails to accept the correction of errors, his tender shall be rejected.
- 12.5. All prices, terms, warranties and benefits granted by the Bidder in this tender shall be comparable to or better than the equivalent terms offered by the Bidder to any other public or private entity purchasing equipment of the same quality. If the Bidder offers, during the terms of the contract, greater benefits or more favorable terms to any other public or private entity, those benefits and terms shall be made available to department upon their effective date. Failure to do so shall constitute a breach of this contract.
- 12.6. The Price Schedule should also incorporate the particulars of "Add-Ons". These Add-Ons may comprise of items like taxes, duties, tolls etc., if applicable. The details of such items shall have to be given in Price Schedule proforma. If any such Add-On item is dynamic, the current rates and the factors that may influence their change from their current value should be indicated. The Financial bids shall be evaluated taking into account the effects of Add-Ons.
- 12.7. The Financial bid kept in a separate sealed cover along with a covering letter indicating its contents should be super scribed " FINANCIAL BID".

12.10 The documents to be sent along with the Financial Bid are listed below:

1. Price Schedule as in **Section VII**

12.11 The bid security for an amount as indicated against the item in NIT.

The bidder (Small scale units) who are registered with National Small scale industries Corporation under SINGLE POINT REGISTRATION SCHEME for the tendered item are exempted from payment of bid security up to the amount equal to their monetary limit or Rs. 50 Lakhs whichever is lower. In case the Bidders having monetary limit as 'NO LIMIT' or without limit or exceeding Rs. 50 lakhs, the exemption will be limited to Rs. 50 Lakhs only as per the existing policy and they are liable to furnish Bid security for the amount beyond their monetary limit. Amount of bid security to be furnished by SSI Units in respect of each item is indicated against the corresponding monetary limit as per annexure –XIII

- i) A proof regarding current registration with NSIC for the tendered item will have to be attached along with the BID document.
- ii) The enlistment certificate issued by the NSIC will not be permanent and should be renewed within two years of its presentation
- iii) The Unit claiming concession of NSIC is required to submit its monthly turnover in support of its claim for meeting the delivery schedule.

13 .EVALUATION

Evaluation of Technical Bid

- 13.1 The committee nominated by CGM Orissa Telecom Circle shall determine whether the bids received meet the conditions stipulated under Clause 4, 11 and 12 , above. The tender offers which meet the requirements will be short listed for further consideration.
- 13.2. A tender shall be determined as **substantially non-responsive** if it fails to fulfill the conditions envisaged and shall be rejected by the committee . Such bids will not be considered further.
- 13.3. The committee may, however, waive any minor infirmity or non-conformity in a tender, which does not constitute a material deviation and without any prejudice to the interests of other bidders.
- 13.4. To assist in the examination, evaluation and comparison of the tenders, the committee may, at its discretion, ask the Bidder for the clarification of his tender. The request for such clarification shall be in writing. **HOWEVER, NO POST TENDER CLARIFICATION AT THE INITIATIVE OF THE BIDDER SHALL BE ENTERTAINED.**
- 13.5. Predominantly, the evaluation shall be in-house. Evaluation criteria shall be the following:

- Understanding the technical requirements and the magnitude of the work to be accomplished as evidenced by the proposal and subsequent presentation, if any.
- Arranging the demonstration of a similar system currently in use at a customer's site. (Optional for the Department)
- The completeness of the proposal with regard to the information requested in the tender, its level of detail and conformance to specifications.
- The vendor's ability to respond with regard to the information requested in the tender, its level of details, and conformance to specifications.
- The vendor's willingness to accommodate any changes during operation.
- The experience, qualifications and professionalism of the vendor's staff proposed to be assigned to the project.
- The willingness of the vendor to provide information relating to organizational structure and departmental or workgroup capabilities that affect customer service.
- Willingness by the vendor to demonstrate at any time during the evaluation process that all aspects of the tender requirements can be met or exceeded.

13.6. This evaluation process is intended to screen out incomplete tenders and to allow the evaluation committee to concentrate its efforts on those, which are technically responsive and complete in all aspects. The reasons for rejecting the proposals shall be carefully documented but not released.

13.7. During the evaluation process, the committee shall reject the tender if the bidder fails to technically qualify.

13.8 The committee shall examine to its satisfaction the documentary evidence produced by the vendor quoting for operation proposed.

13.9 The committee will be vested with full powers to evaluate the bids in terms of evaluation criteria prescribed as above, solution offered, proof of concept , technical competence, kind of experience of the bidders taking into account the number of call centers, type of clients etc. and seek the advice of the subject-experts, in the capacity of co-opted members nominated for the purpose.

13.10 The committee shall, after completing its detailed examination of the technical bids and short-listing exercise, submit its report / recommendations to the CGM, Orissa Telecom Circle. The decision of the CGM, in this regard, shall be final and binding on all Bidders.

13.11 .The Department shall send a simple intimation, in writing, to the Bidders, who were not short-listed in the afore-said process, without indicating the reasons for rejection.

FINAL EVALUATION

14.12 The Department shall evaluate in detail and compare the bids previously determined to be substantially responsive pursuant to clauses in the technical evaluation.

13.13 The evaluation and comparison of responsive bids shall be done on the price offered inclusive of Levies & Taxes i.e., Sales Tax & Excise Duty. as indicated in the Price Schedule of the Bid Document but exclusive of Service tax which will be paid extra as per actual, wherever applicable.

13.14. In the evaluation process, the total amount of each item in the quote will be arrived at by multiplying the unit price by the quantity required . Thus, the committee will evaluate and select the lowest bid.

- 13.15. At the end of the evaluation, the committee shall submit its report, which shall be recommendatory in nature, to the CGM.
- 13.16. The CGM, Orissa Telecom Circle reserves the right to:
- Reject any or all tenders received in response to this "Notice Inviting Tender' without assigning any reasons.
 - Enter into a contract with a vendor other than the one whose quote was the lowest.
 - Adjust any vendor's proposed costs based on a determination that selecting a particular vendor shall involve incurring additional or hidden costs.
 - Waive or change any formalities, irregularities, or inconsistencies in the proposal format or delivery.
 - Select the next most responsive vendor if negotiations with vendor of choice fail to result in an agreement within a specified time frame.
- 13.17. The decision of the CGM, Orissa Telecom Circle shall be final and binding on all Bidders.

14. AWARD OF CONTRACT **SELECTION OF CONTRACTOR**

- 14.1. On selection of the successful Bidder, herein after called the contractor, a letter of acceptance shall be sent to him. There shall be no obligation to disclose to any vendor the results of the evaluation process or the reason why particular vendors were or were not successful.
- 14.2. The issue of an Advance Purchase order (APO) shall constitute the intention of the Department to enter into the contract with the Bidder. However, it carries with it no obligation to follow through with an actual award of work and as such it may be cancelled at any time.
- 14.3. The Bidder shall within 10 days of issue of APO, convey his acceptance along with performance security prescribed. The bidder has to enter into an agreement after receipt of the acceptance letter.
- 14.4 The Work order for the tender will be issued after signing of the agreement.
- 14.4 The successful vendor shall not be permitted to issue press releases or public statements of any kind about the project under the tender without prior approval of Orissa Telecom Circle.

15. CONTACTING THE DEPARTMENT

- 15.1. No Bidder shall try to influence the Department on any matter relating to his tender from the time of tender processing till the time the contract is awarded.
- 15.2. Any effort by the Bidder to influence the Department in the Department's evaluation process and award of contract shall result in the rejection of his tender.
- 15.3 BSNL will have the right to increase or decrease up to 25% of quantity of goods or services specified in the schedule of requirements, without any change at the time of award of contract.
- 15.4 In exceptional situation where the requirement is of an emergent nature and it is necessary to ensure continued supplies from the existing vendor, the purchases reserves the right to place repeat order up to 50% of quantities of goods and services contained in the running tender / contract within period of 12 months from the earliest date of acceptance of APO at the same rate or a rate negotiated (downwardly) with the existing vendor considering the reasonability of rate based on prevailing market condition and the impact of reduction in duty and taxes etc.

SECTION III
GENERAL CONDITIONS OF CONTRACT

TABLE OF CLAUSES

| Clause No. | Description |
|-------------------|---|
| 16 | Quality Management System |
| 17 | Prices |
| 18 | Liquidated Damages (LD) |
| 19 | Rights Reserved for Orissa Telecom Circle |
| 20 | Sub Contracts |
| 21 | Disqualification |
| 22 | Termination |
| 23 | Arbitration |
| 24 | Liabilities |
| 25 | Rights and Options |
| 26 | Reliability |
| 27 | Applicability of Laws |
| 28 | Force Majeure |
| 29 | Set Off |
| 30 | Fall clause |
| 31 | Labour law |

SECTION III
GENERAL CONDITIONS OF CONTRACT

16. QUALITY MANAGEMENT SYSTEM

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

- A Quality Policy.
- A management representative with authority and responsibility for fulfilling Quality Assurance requirements and for interfacing with the Department in matters of quality.
- System of Inward Goods Inspection.
- System for tracing the cause for non-performance and segregating products, which do not conform to specifications.
- Configuration management and change-control mechanism.
- A quality plan for the product.
- Periodical internal quality audits.
- A "Quality Manual" detailing the above.

17. PRICES

17.1 Price charged by the supplier for goods delivered and services performed under the contract shall not be higher than the price quoted by the supplier in his bid.

17.2

- a) Price will be fixed at the time of issue of the 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 , department 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 department 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.

1.3 Any increase in taxes and other statutory duties / levies after the expiry of scheduled delivery date shall be to the supplier account. However , benefit of any decrease in these taxes /duties shall be passed on to the department by the supplier.

18. LIQUIDATED DAMAGES (LD)

18.1. If the vendor fails to comply with the scheduled work order within the time specified, including the special features and accessories on the same order, the vendor shall, without prejudice to other remedies available to the Department under this contract, pay to Orissa Telecom Circle liquidated damages, for each week's

delay, beginning with the scheduled delivery / installation date, 0.5% of the total value of the work order for a delay of every week or part thereof for a period upto 10(ten) weeks and thereafter at a rate of 0.7 % of the total value for each week or part thereof for another 10 (ten) weeks of delay in supply / installation and commissioning.

- 18.2.If the delivered goods / services cannot be put to use without the undelivered parts and /or services, the damages shall be calculated using the total price of the component or subsystem that cannot be put to use.
- 18.3.If Orissa Telecom Circle operates any units of equipment during the time that liquidated damages become applicable, liquidated damages shall not accrue against the equipment in use.
- 18.4.If the delay is more than 30 days, Orissa Telecom Circle may consider termination of the contract with the vendor and enter into an agreement with another vendor. In this event, the terminated vendor shall be liable for liquidated damages until the substitute vendor's equipment is installed, from the original delivery / installation date.
- 18.5.The liquidated damages imposed shall be recovered against any sum due to the vendor including security deposit.
- 18.6.Any incremental taxes and levies on account of delay in performance of the contract by the supplier shall be to the supplier's account.
- 18.7.The CGMT , BSNL , Orissa reserves the right either to impose the penalty or to waive the same taking into consideration the reasons put-forth by the contractor.
- 18.8 Quantum of liquidated damage assessed and levied by the department shall be final and not challengeable by the supplier.

19. RIGHTS RESERVED FOR ORISSA TELECOM CIRCLE

- 19.1 CGMT , BSNL , Orissa Telecom Circle reserves the right to modify the quantities / drop any of the lots indicated in the tender. Whenever the quantity needed is increased, the Bidder is bound to supply the increased quantity of items at rates quoted by him in this Tender. Whenever the quantity needed is decreased, the Bidder is bound to short-supply the items as requested and bill for the supplied quantity only.
- 19.2. CGMT , Orissa Telecom Circle also reserves the right to order all or part or additional items based on the rates finalised as a result of this tender. For this purpose, the rates shall be current upto one year from the date of acceptance of financial bid. Further extension of this period shall be decided upon by mutual agreement between the Bidder and Orissa Telecom Circle.

20. SUB CONTRACTS

- 20.1.If the Bidder engages any sub-contractor for any portion of the work under this tender, he shall keep the CGMT , BSNL , Orissa informed of all such sub-contracts he has entered into from time to time. However, the contractor shall be fully responsible for carrying out the work under this tender and his sub-contracting the work shall not relieve him from any obligation to this department under this tender / contract.
- 20.2.The CGMT , BSNL , Orissa shall have authority to bar the Bidder from sub-contracting to any such specific person/firm/company, if in the considered opinion of the CGMT , BSNL , Orissa , it is not in the interest of the government to sub contract the work to that specific person/.firm/company.
- 20.3.The Bidder shall be bound to accept the said advice of the CGMT , BSNL , Orissa and may engage any other person/firm/company, whose engagement is not prejudicial to the interest of the government.

21. DISQUALIFICATION

- 21.1.No vendor is permitted to offer his quote against this tender, if any officer responsible for award and execution of contract, if any of his near relatives is/are posted/working as Assistant Accounts Officer/Sub Divisional Engineer or as any other officer in any rank above these two, and is an incumbent of any office which is responsible for the award and execution of this contract which would cause an unfair bias in favour of the vendor. The term near relatives means wife, husband, parents, grand parents, children, brothers, sisters, uncles and cousins.
- 21.2.After the award, the contractor shall intimate the names of the persons who are working with him or are subsequently employed by him and who are near relatives to any of the Officer in the office responsible for award and execution of the work on this tender. The term, near relative means the same as explained in the preceding paragraph.
- 21.3.The awarded work shall be cancelled if any of the above conditions are violated and for the consequential losses, if any, to the successful Bidder, the department is not responsible.

22. TERMINATION

22.1.Default: Orissa Telecom Circle may, without prejudice to any other remedy for breach of the contract, within 30 days prior written notice of default to the vendor, terminate the whole or any part of this contract in any one of the following circumstances:

- If the vendor fails to perform the services within the time frame specified in the contract or within the time specified under subsequent extensions.
- If the vendor fails to perform any of the other provisions of this contract, or fails to make satisfactory progress in the performance of this contract in accordance with its terms or the vendor does not remedy such failure within 30 days or as mutually agreed to in writing after receipt of notice from Orissa Telecom Circle specifying the failure.

22.2.If this contract is terminated pursuant to the provisions above, BSNL , Orissa Telecom Circle sole obligation shall be to: (a) continue any installment contracted payments due for products previously delivered and accepted, (b) purchase for title, as agreed and products previously delivered and accepted for payment. Orissa Telecom Circle may in addition procure from the vendor goods specifically procured or acquired by the vendor for the performance of such part of this contract as has been terminated.

22.3.The decision of the Department to terminate so shall be final. The Department shall not be responsible for any loss, damage etc., incurred to the contractor as a result of the termination of the contract. The Department shall be free to take due action for appointment of a new contractor during the notice period or thereafter.

22.4.Insolvency: The Department may at any time terminate the contract by giving written notice to the supplier, without any compensation to the supplier, if:

- the supplier becomes bankrupt or otherwise insolvent,
- the supplier being a company is wound up voluntarily by the order of a Court Receiver, Liquidator or Manager appointed on behalf of the debenture holders or circumstances shall have arisen which entitle the court or debenture holders to appoint a Receiver, Liquidator or Manager provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Department.

23. ARBITRATION

In the event of any dispute or difference arising under this contract / agreement or in connection therewith except as to the matter, the decision of which, is specifically provided under this agreement, the same shall be referred to sole arbitration of the Chief General Manager, Orissa Telecom Circle, or, in case his designation is changed or his office is abolished, then, in such case to the sole arbitration of the officer, for the time-being, entrusted whether in addition to the functions of the Chief General Manager, Orissa Telecom Circle or by whatever designation, such officer may be called (herein after referred to as the said officer and if the Chief General Manager, Orissa Telecom Circle, or the said officer is unable, or, unwilling to act as such, to the sole arbitration of some other persons, appointed by the Chief General Manager or the said officer, there shall be no objection to any such appointment that the arbitrator is 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 Government Servant he has expressed views on all or any of the matters under dispute. The award of the arbitrator shall be final and binding on the parties. In the event of such arbitrator, to whom the matter is originally referred to, being unable to act for any reason whatsoever, such Chief General Manager, Orissa Telecom Circle, or the said officer shall appoint another person to act as, such arbitrator in accordance with such terms of the tender/contract and the person so appointed shall be entitled to proceed from the stage at which it was left out by his predecessors.

- a) The arbitrator may from time to time, with the consent of the parties, enlarge the time for making and publishing the award, subject to the Indian arbitration act in force, and the rules made there under, any publication on this for the time being in force, shall be deemed to apply to the arbitration proceedings under this clause.
- b) The venue of the arbitration proceedings shall be within Bhubaneswar.

24. LIABILITIES

24.1. Patent / Proprietary Rights - The vendor shall warrant that the products furnished under this contract do not infringe upon or violate any patent, copyright, trade secret, or the proprietary rights any third party. In the event of any claim by any party against Orissa Telecom Circle / BSNL, the vendor shall defend the claim in the name of Orissa Telecom Circle /BSNL, but at the vendor's expense and shall indemnify Orissa Telecom Circle /BSNL against any loss, cost, expense or liability arising out of the claim, whether or not the claim is successful. If any furnished product is likely to or does become the subject of a claim of infringement of a patent or copyright, then, without negating or diminishing the vendor's obligation to satisfy the final award, vendor may, at its discretion, obtain for Orissa Telecom Circle /BSNL the right to continue using the alleged infringing product or modify the product so that it becomes non-infringing. In the absence of these options, or if the use of the product by Orissa Telecom Circle / BSNL is prevented by permanent injunction or any other order of the courts, the vendor shall agree to take back the product and furnish a replacement that closely matches the performance of infringing product.

24.2. Hold harmless - The vendor shall hold harmless and defend Orissa Telecom Circle / BSNL and assigns from all claims, suits, or actions brought for or on account of any damages, injury, or death, loss, expense, civil rights or discrimination claims, inconvenience or delay which may result from the performance of this contract.

25. RIGHTS AND OPTIONS

Upgradation: Orissa Telecom Circle may at any time, upon demand, shall require the vendor to substitute upgraded agent skill for this contract.

26. RELIABILITY

26.1. Change order /additional work: Without invalidating this contract, Orissa Telecom Circle may order extra work or make changes by altering, adding to, or deducting from the work and causing the contract sum to be adjusted accordingly.

26.2. The change shall be on account of any of the following:

- The configuration / specifications
- The place of work
- The delivery schedule
- The services to be provided by the supplier

26.3. All such work shall be executed under the conditions of the original contract by a change order. Under no circumstances shall extra work or any change be made in the contract unless through a written change order to the vendor stating that Orissa Telecom Circle has authorized the extra work or change. Any change involving a ten percent deviation from the total contract amount may require an equitable adjustment in the price or delivery schedule, which shall be determined by mutual agreement.

26.4. Use of premises by vendor: The vendor shall utilize the premises of the Department for delivering the service.

26.5. Use of premises by owner: Orissa Telecom Circle and its users reserve the right to enter upon the premises to use the same and to have work done by other vendors or to use parts of the work of this vendor before the final completion of the work. It is understood that such use by Orissa Telecom Circle or its users in no way relieves the vendor from full responsibility for the entire work until final completion of the contract. Orissa Telecom Circle reserves the right to enter into other contracts in connection with this work.

26.6. Recovery from disaster: In the event of any exigency/accidents of any nature caused to the agents working at the call center the vendor must shoulder sole responsibility for his/her treatment and well being. The department shall not be held responsible for such incidents/exigencies/accidents.

27. APPLICABILITY OF LAWS

All legal issues / disputes arising out of this contract shall be subject to the territorial jurisdiction of Bhubaneswar Courts and governed by the Indian Laws for the time being in force.

28. FORCE MAJEURE

28.1. 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 tender/contract shall be prevented or delayed by reasons beyond control/force majeure, either party shall, by reasons of such events, be entitled to terminate this contract either party shall not have any claim for damages against the other in respect of such non-performance or delay in performance.

28.2. The force major reasons shall include war, or hostilities or acts of public enemy or civil commotion or sabotage or fire or floods or explosion or epidemics, or quarantine restrictions or strike or lock-outs or acts of God.

28.3. Provided such force-major provisions shall apply only if notice of happening of any eventuality is given by either party to the other within 18 days from the date of occurrence thereof and

28.4. Provided deliveries under the contract that were interrupted under the force-major events are resumed as soon as practicable after such events come to end or cease to exist and the decision of the Department as to whether the deliveries have been so resumed or not shall be final and conclusive and

28.5. Provided further that if the performance in whole or part of any obligations under this contract is prevented or delayed by reasons for any such events for a period exceeding 60 days, either party may at his option terminate the contract.

28.6. Provided also if the contract is terminated under this clause the Department shall be at liberty to take over from the contractor at a price to be fixed by Orissa Telecom Circle which shall be final, all unused, undamaged and acceptable material bought out components and stores in the course of manufacture in the possession of the contractor which the Department may elect to retain.

29. SET OFF

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

30. FALL CLAUSE.

30.1 The prices once fixed will remain valid during the contract period except for the provisions in clause 21 of section III. Further, if at any time during the contract

a. It comes to the notice of department 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.

The department, for the purpose of delivery period extension, if any will determine and intimate the new price taking in to account various related aspects such as quantity, geographical location etc and the date of it's 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 it's effect, the department 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 department reserves the right to purchase the balance unsupplied quantity/service at the risk and cost of the defaulting vendor. Besides considering the forfeiture of his performance security.

30.2

a. The vendor, while applying for extension of time for delivery of equipment/service, if any, shall have to provide an undertaking as "We have not reduced the sale price, and/or offered to sale the same or similar equipment/service to any person/organization including departments of central/state Government or any central/state PSU at a price lower than the price chargeable under the contract for scheduled delivery period".

b. In case, undertaking as in clause 35.2(a) is not applicable, the vendor will give the details of prices, the name(s) of department, quantity etc to the department, while applying extension of delivery period.

31. LABOUR LAW

31.1 The contractor shall comply with the provisions of the payment of wages Act 1936 . Minimum wages Act 1948 , Employee liability Act 1938 , Workmen's compensation Act 1923 , Industrial dispute Act 1947 and the contract labour (Regulation and Abolition) Act 1970 or the modification thereof EPF Act 1948 or any other labour law relating thereto and the rules made for due observance of the said laws. The workman being employed by the contractor shall have no claim for regular employment in BSNL

31.2 The contractor shall be responsible for any losses /damages etc that may have occurred during execution of work and shall pay compensation to his/their workmen payable under workmens' compensation Act 1923 (VII) for injuries caused to the workmen. If such compensation is paid by the Nigama as a principal employer under sub section(i) of section 12 of the same Act on behalf of the contractor , it shall be recovered by the BSNL from the contractor under section (ii) bid from security deposit or may other dues payable by the BSNL to the contractor or any account.

SECTION IV
SPECIAL CONDITIONS OF CONTRACT

TABLE OF CLAUSES

| Clause No. | Description |
|------------|-------------------------------------|
| 32 | Period of Validity |
| 33 | Security Deposit (SD) |
| 34 | Agreement |
| 35 | Payment Schedule |
| 36 | Execution of Work including Cabling |
| 37 | Training |
| 38 | Project support |

SECTION IV**SPECIAL CONDITIONS OF CONTRACT****32.PERIOD OF VALIDITY**

The tender offer shall be valid **up to one year from the date of commencement of the Call Centre operation.**

33.SECURITY DEPOSIT (SD)

33.1.The approved contractor shall make a security deposit at FIVE PERCENT OF THE VALUE OF CONTRACT in the form of demand draft drawn on any scheduled bank and made payable to Sr Accounts Officer (A & P) , O/o CGMT , BSNL , Orissa Telecom Circle , Bhubaneswar.

Or

in the form of Bank Guarantee within 14 days from the date of issue of letter of acceptance. The Department through the letter of acceptance shall intimate the exact amount and date on which payment is to be made. The BG should be from a Nationalised/ Scheduled Bank.

33.2.If security deposit is paid in the form of bank guarantee issued by a Nationalised /Scheduled bank, it shall be in favour of CGMT , BSNL , Orissa Telecom Circle and it shall be valid for 30 months from the date of opening of the tender and its validity shall be extended up till the warranty period.

33.3.The CGMT , BSNL , Orissa may, at his discretion, condone the delayed payment of security deposit for valid and sufficient reasons.

33.4.Delay/Failure in payment of Security Deposit, shall entail forfeiture of EMD and the award of the tender in his favour.

33.5.The CGMT , BSNL , Orissa has the right to encash the Bank Guarantee in case of delay / failure to supply the agents or breach of warranty clause by the successful Bidder.

33.6. However, if orders are placed actually in excess of the quantity indicated in **Section- V**, Orissa Telecom Circle reserves the right to seek additional security deposit at 5% of orders thus placed either by cash or in the form of Bank guarantee or deduction from the bills.

33.7.The security deposit paid shall not carry any interest.

33.8. The supplier shall:

- Supply the no of agents as mentioned in schedule of requirement .

34. AGREEMENT

Submission of tender offer in response to this NIT shall be deemed to be the acceptance by the Bidder of all terms & conditions of the tender document. There may /may not be a separate agreement/contract.

Manning of the call center : The vender is responsible for successful operation (manning of the call center) as per rates agreed upon , conforming to the terms and conditions laid down for the same.

35.PAYMENT SCHEDULE

35.1 .Bills are to be preferred by the successful Bidder, in triplicate, enclosing stamped pre-receipt. Bills shall be settled as follows:

35.2 Bills are to be submitted to the SDE in charge of the call center at the end of every calendar month

35.3 The contractor has to submit the proof of payments of the salaries/wages paid to the each individual agent engaged by him at the callcenter in the previous month along with the current months bill.

35.4 As and when required the contractor is also required to produce the proof of EPF and other deduction in favour of each individual agent.

36.EXECUTION OF WORK

The vendor shall take necessary precautions to protect the building areas adjacent to its work. The vendor shall be responsible and liable for any building repairs required as a result of its work and caused by the negligence of its employees. Repairs of any kind that may be required shall be made and charged to the vendor or deducted from the sums due to him.

37.TRAINING

The successful bidder shall provide /arrange adequate training free of cost at a Professional level to the operation of the system. Conduct of training of the Department's personnel for the procedures and operation shall be at the supplier's cost. The bidder shall provide all training material and documents free of cost to all participants.

37.1.The selected vendor shall be required to impart training to the personnel of Orissa Telecom Circle at various levels as follows:

| Item | Course Curriculum | Durati on | No. of Officials to be trained |
|-------------|--|----------------------|---|
| Agents | Positive service attitude, politeness, listening skill, intelligence to provide exact guidance & solution, behaviour, Skill. Managing of position with adequate computer operation knowledge, Handling the subscriber query regarding products tariffs and procedures, querying the data for status, different types of Booking entry into the system, Outbound calls for promotion of different types of products and services of BSNL etc | 90 Hours | 40 |

37.2.The training shall be imparted FREE OF COST.

37.3.The Bidder shall also provide all training materials and documents FREE OF COST.

38.PROJECT SUPPORT

38.1.Staff quality: The vendor shall exercise due care to choose and manage its personnel so that only suitably disciplined and responsible representatives shall be operating at the location.

38.2.Training: The vendor shall provide appropriate training to Orissa Telecom Circle on the operation and management.

38.3.Emergency response: Orissa Telecom Circle shall be provided with access to an answering service or operator for the purpose of requesting vendor assistance during times of emergency. A vendor representative must have a response time whenever BSNL requires.

**DEPUTY GENERAL MANAGER (IT)
BSNL, ORISSA TELECOM CIRCLE
3RD FLOOR , DOOR SANCHAR BHAWAN ,
UNIT-IX ,BHUBANESWAR-22**

| |
|--|
| SECTION -V |
| <u>OPERATION OF CALL CENTER</u> |

| Sl No | Item |
|-------|---|
| 1 | Distribution for supply of the agent |
| 2 | Job description |
| 3 | Specification for supply of agents |
| 4 | Requirements / qualifications of agents |

SECTION –V
OPERATION OF CALL CENTER

- 1. Operation of call centre shall be made by the bidder in accordance with the terms specified by the department in its schedule of requirements for one year and extendable for two years and special condition of contract and the operation shall remain at the risk of the bidder until completion of the contract.**

DISTRIBUTION FOR SUPPLY OF THE AGENT:

Approximately 112 man hours (8 Hrs X 14 Agents) per day for the contractual period for 365x24 working days. The no of man hours and duty hours may vary according to requirement from time to time.

| Duty time | Present requirements | Future requirements |
|----------------------|----------------------|---------------------|
| (06.00 to 14.00 Hrs) | 5 | 10 |
| (14.00 to 22.00 Hrs) | 7 | 14 |
| (22.00 to 06.00 Hrs) | 2 | 6 |

The above schedule is likely to be change depending on the administrative requirements of CGMT , Orissa Telecom Circle, Bhubaneswar and the contractor shall make such necessary changes in the staff position as indented by the CGMT, Orissa Telecom Circle, Bhubaneswar.

2.JOB DESCRIPTION:

1. Agent should have the overall knowledge of the call centre environment, front office application and call handling aspects relating to BSNL specific services and its details.
2. Agent has to enter the call centre screen by giving a username and password in time.
3. Agent has to handle different types of calls (enquiries).
4. Agent has to interact with different types of screens (General Information, FRS, Commercial, Billing etc to get the information and to fulfil the requirement of customer.
5. Agent has to handle different types of outbound calls for promotion of BSNL SERVICES and necessary bookings as required from time to time.

3. SPECIFICATION FOR SUPPLY OF AGENTS:

The contractor should follow the specifications noted below while supplying the agents:

1. Agent must be very polite, having positive attitude to the work for the customers as well as the BSNL officials.
2. Having proficiency in at least three languages (1- English , 2- Hindi , 3. Oriya).
3. Agent should have minimum qualification of Graduate Degree from any recognised University and should have an experience of broader prospective on work environment of call centre with extensive vocabulary and necessary grammatical skill to help the telephone and internet based replies to the customers.
4. Having outstanding listening skill, understand local languages and shall reply with a clear accent, neural speaking voice, key board skill and ability to deal with all levels of professionals .
5. Having interpersonal communication skills.
6. Having previous work experience in a customer based field or in a field that requires strong interpersonal communications and skills for managing people.
7. Required to use their skills and general knowledge to take responsibility of the call and provide great customer care by educating, providing information etc.
8. Managing good understanding and knowledge of products and services and programs of BSNL.
9. Trained to effectively cross-sell products / solutions of BSNL whenever the opportunities arises during the customer contact process.

4.REQUIREMENTS / QUALIFICATIONS OF AGENTS:

1. The agent should perform the duty of 8 hours per day on rotational basis with a lunch break of 30 minutes.
2. Agent must ensure to enter the call center without any communicating device such as mobile phones, pager and entertaining device like tape recorder, walkman, ipods, music players etc.
3. The agents required during day and night and off day may vary and the same will be intimated depending on the traffic at regular intervals.
4. The detailed duty charts shall be prepared by the contractor prior to commencement of the week and the same should indicate the names of the agents shift wise . The same shall be supplied to the supervisor (call center , BSNL) or the specified authority on his behalf. In case of any leave , advance action indicating the names of the substitutes should be taken and intimated to the said authority.
5. The contractor is wholly responsible for arranging the weekly offs , holidays for the festivals and leave of any kind and all other conditions of their assignments to the agents.
6. On account of the personnel engaged by the contractor shall be deemed to be employees of the CGMT , Orissa Telecom Circle , Bhubaneswar and no such claim will be entertained by the CGMT , Orissa Telecom Circle.
7. BSNL has right to refuse permission to any agent or his men to act as such at any time on any unsatisfactory contingency such as cheating, mis-behaviour, disobedience, improper answering , poor outturn etc.
8. The contractor shall not have any right to ask for any employment of its staff provided to the CGMT , Orissa Telecom Circle.
9. The agents or contractor should not declare or represent or act in any such manner as to indicate that they are the employees of CGMT , Orissa Telecom Circle , Bhubaneswar.
10. The contractor should obtain an agreement from the agents to the effect that they will not make any claim for regular absorption in the CGMT , Orissa Telecom Circle , Bhubaneswar and submit the same to the BSNL authorities.
11. The contractor shall also submit the daily attendance sheet of the agents for the previous working day. Failure to do so shall result in non payment of the day/days for which the attendance sheet is not furnished.
12. Contractor should devise a standard operating procedure (SOP) , which will include the call solution ,escalation procedures and the process for managing customer feedback.
13. Contractor should develop training plans /procedures for providing continual training for the agents.
14. Maintain tracking record of response time to enquiries /fulfilments requests and ensure that follow up actions are taken.
15. All standard procedures and workflow for call escalation are to be documented.
16. Weekly review sessions and reports to provide CGMT , Orissa Telecom Circle , Bhubaneswar with feedback and suggestions so as to improve overall progress of the programme.
17. Agents should be trained as mentioned in the job descriptions Para so as to operate the call centre effectively.
18. The complete list of agents engaged by the contractor for deployment in call center of CGMT , Orissa Telecom Circle , Bhubaneswar shall be furnished by the contractor along with complete addresses and other antecedents .
19. The CGMT , Orissa Telecom Circle , Bhubaneswar , shall not be responsible to provide any amenities such as residence accommodation or transport etc to the agents . No cooking or lodging shall be allowed at the call centre premises.
20. The CGMT , Orissa Telecom Circle , Bhubaneswar or his representative shall have the right to ask for the replacement if a particular agent is not found to be carrying out his duties effectively .
21. The agents working at the call centre should not discourage /misguide the public on any information of the BSNL.
22. The agent should have good health , physique , impressive personality , befitting their work , free from defects of sight , hearing , speech or physical movements etc.
23. The agent should have undergone necessary training from recognised institute for the operation of the call centre.

24. The agent should have good record and character.
25. No agent should perform duty under intoxicated condition nor they should consume alcoholic drink inside the call centre.
26. The agent shall abstain from taking part in any staff union and association activities.
27. No minor labour (below the age of 18 years) shall be employed on the work. The personnel(s) deployed by the said contractor for the above said job work shall have no claim of the job in the Nigam.
28. It shall monitor the day to day activities and look for areas of improvement in the quality of service. For every 3 or more agents there should be a supervisor of BSNL.
29. It shall be the duty of CONTRACTOR to answer 99.5% of calls offered to its personnel(s) for operation of the above said call-centre and CONTRACTOR shall maintain quality of service (QOS) so that 80% of the calls shall be answered in not more than 20 (twenty) seconds and all balance calls shall be answered within not more than 30 (thirty) seconds. Other penalty as per relevant clause shall be applicable.
30. The CONTRACTOR shall provide sufficient number of back up personnel(s) to ensure for smooth operation in case of absentees or otherwise.
31. The CONTRACTOR shall strictly limit its responsibility to operation of the call centre and not to manage the relevant infrastructure.
32. The contractor shall ensure that the premises be used exclusively for the operation of call centre alone. Under no circumstances the contractor should use the infrastructure and the premises for the job(s) / work(s) / usages.
33. The contractor shall ensure proper upkeep of the premises and shall not store any materials irrelevant to the operation of call centre in the premises as stated above.
34. The contractor shall maintain full confidentiality of the data generated /collected and of information as per the prevailing cyber enactment /IT laws /Any other relevant act(s)/law(s)/ rule(s) and modification(s) there of Government of India and the State Government . Under no circumstances the contractor shall divulge /reveal/share such data for the purpose other than for the operation of call centre in the in the interest of The CORPORATION . Any violation of this confidentiality clause may result in instant termination of the contract and CGMT, Orissa Telecom Circle reserves the right to blacklist the contractor /contractor(s) on all India basis or otherwise and the decision in this regards of CGMT , Orissa Telecom Circle shall be final and binding upon the contactor / contractor(s). A non disclosure agreement has to be signed by the contractor.
35. It shall be the duty of the contractor operating the call centre to extend the handholding support to the Agency/contractors(s) maintaining the call centre infrastructure.
36. The contractor is wholly responsible for any wrong booking done and any implications(financial) out of it at the call enter.

SECTION –VI

TECHNO-COMMERCIAL BID SUBMISSION FORM

(to be retyped on bidder's letter head)

Name and Postal Address of
the Bidder

Status of the Bidder

- (i) *Proprietorship concern*
- (ii) *Partnership firm*
- (iii) *HUF*
- (iv) *Limited Company*

Name of person or authorized
signatory submitting the
tender, other documents and
empowered for
correspondence with BSNL

| Bid Security Particulars | DD or BG | Amount | Name of Bank | Branch | No. |
|--------------------------|----------|--------|--------------|--------|-----|
|--------------------------|----------|--------|--------------|--------|-----|

| | | | |
|---|----------------|-------------------|-------------|
| Telephone numbers (with STD Code) of authorized signatory | <i>Office:</i> | <i>Residence:</i> | <i>Fax:</i> |
| | <i>Mobile:</i> | <i>E-mail:</i> | |

Name(s) of Proprietor/ all
Partners / all Directors

Bidder's Reference No:

Dated:

To,

The Dy. General Manager (IT),
Orissa Telecom Circle,
3rd Floor , Door Sanchar Bhawan
Bhubaneswar 751022

Reference:

Dear sir,

2. Having examined the conditions of contract as in Section II, III , IV and V, including amendment Nos.... , the receipt of which is hereby duly acknowledged, we undersigned, offer to supply the hardware and software and implement the Wide Area Networking , in conformity with the conditions of contract and specifications attached herewith and made part of this Bid, in Orissa Telecom Circle.
3. We undertake, if our Bid is accepted, to commence deliveries immediately and to complete delivery of all the goods specified in the contract within 8 weeks calculated from the date of issue of your purchase order. We undertake to install the equipment and implement the Call center within 12 weeks of date of issue of purchase order. We have thoroughly examined the functions and operations of call center as given in the tender document
3. We agree to implement the call center equipment and agent positions as mentioned in the tender.
- 4 We agree to abide by this Bid for a period **of 180 days** from the date fixed for Financial Bid opening and it shall remain binding upon us and may be accepted at any time before the expiry of that period.
5. We undertake to extend a comprehensive warrantee cover, for a period of two year, starting from the date of commissioning of the system. We also undertake to take AMC for a period of 3 years after expiry of warrantee.
6. 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.
7. Bid submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.
8. We also declare that the printed terms and conditions, if any at the back of our tender quotation or any other paper enclosed are not applicable.
9. If our Bid is accepted, we will obtain the guarantees of a Scheduled Bank for an amount equal to 5% of the value of Purchase Order for due performance of contract.
10. We understand that you are not bound to accept the lowest or any bid, you may receive.

Dated this Day of2005

Signature of the bidder

Or

Officer authorized to sign the Bid
Documents on the behalf of the Bidder
(Name in Block Letters of the Signatory)

In capacity of

Duly authorized to sign the bid for and on behalf of

Witness

Address

Note :- In case of authorized signatory the authorization letter on letter head of the firm must accompany

SECTION VII

FINCIAL BID

| <i>SI No as spec sheet</i> | <i>ITEM</i> | <i>QTY</i> | <i>UNIT RATE Inclusive of all</i> | <i>TOTAL Cost</i> |
|------------------------------------|---|------------|-----------------------------------|-------------------|
| D-1 | Operation (per agent per year)-8 hrs a day | Upto 15 | | |
| D-2 | Operation (per agent per year)-8 hrs a day | Upto 30 | | |

BID SECURITY (BOND) FORM

(to be furnished on non-judicial stamp paper of Rs. 50/-)

Reference: BSNL Tender no. _____ dated _____ for _____ (name of the work)

Whereas(hereinafter called 'the Bidder') has submitted its bid no.dated.....for
..... - Tender enquiry no. dated KNOW ALL
MEN by these presents that we..... having our registered office at(hereinafter
called the "the Bank) are bound unto Bharat Sanchar Nigam Limited (hereinafter called "the Department") in the
sum of for which payment will and truly be made to the said Department, the Bank binds itself, it
successors and assigns by these presents:

THE CONDITIONS of this obligation are:

1. If the Bidder withdraws its bid during the period of bid validity specified by the Bidder in the Bid document; or
2. If the Bidder, having been notified of the acceptance of its bid by the Department during the period of Bid validity,
 - (a) fails or refuses to execute the Contract, if required; or
 - (b) fails or refuses to furnish performance security, in accordance with the instructions contained in the bid document.

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

This guarantee will remain in force as specified in the Bid Document upto and including (.....) days from the date of bid opening, and any demand in respect thereof should reach the Bank not later than the above specified date(s).

(Authorised Signature of the Bank Official)

Name:
Signed in the capacity of :
Power of Attorney Number :

Full name and address of branch:
Phone & FAX nos. of branch:

Dated:
At

SECTION VIII
PERFORMANCE SECURITY GUARANTEE (BOND) FORM

(to be furnished on non-judicial stamp paper of Rs. 100/-)

Reference: BSNL Tender no. _____ **dated** _____ **for (name of the work)** _____

1. In consideration of Bharat Sanchar Nigam Limited (BSNL) (hereinafter called "the department") having agreed to exempt M/s _____ (hereinafter called "the said Contractor") having its registered office at _____ from the demand under the terms and conditions of an Agreement/ (Advance Purchase Order duly accepted by contractor) no. _____ dated _____ for (name of work) _____ (hereinafter called "the said Agreement), of security deposit for the due fulfillment by the said contractor of the terms and conditions contained in the said Agreement, on production of a bank guarantee for Rs. _____ we, (Name of the bank) _____ (hereinafter referred to as "the Bank") at the request of _____ do hereby undertake to pay to the BSNL an amount not exceeding Rs. _____ against any loss or damage caused to or suffered or would be caused to or suffered by the BSNL by reason of any breach by the said Contractor of any of the terms of conditions contained in the said Agreement.

2. We (name of bank) _____ do hereby undertake to pay the amount due and payable under this guarantee without any demur, merely on a demand from the BSNL stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the BSNL by reason of breach by the said contractor of any or the terms or conditions contained in the said Agreement or by the reason of the contractor failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by Bank under this guarantee where the decision of the BSNL in these counts shall be final and binding on the bank. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs _____

3. We undertake to pay to the BSNL any money so demanded notwithstanding any dispute or disputes raised by the contractor/ supplier in any suit or proceeding pending 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 thereunder and the contractor/ supplier shall have no claim against us for making such payment.

4. We (name of 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 BSNL under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till BSNL certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said contractor and accordingly discharges this guarantee. Unless a demand or claim under the guarantee is made on us in writing on or before the expiry of _____ () months from the date hereof, we shall be discharged from liability under this guarantee thereafter.

5. We (name of bank) _____ further agree with the BSNL that the BSNL shall have the fullest liberty without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor from time to time any of the powers exercisable by the BSNL against the said Contractor and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor or for any forbearance, act or omission on the part of the BSNL or any indulgence by the BSNL to the said contractor or by any such matter or thing whatsoever which the law relating to sureties would, but for this provision have effect of so relieving us.

6. The guarantee will not be discharged due to changes made in the constitution of Bank of Contractor / Supplier.

7. We (name of the bank) _____ lastly undertake not to revoke this guarantee during its currency except with previous consent of the BSNL in writing.

(Authorised Signature of the Bank Official)

Name:

Signed in the capacity of :

Power of Attorney Number :

Full name and address of branch:

Phone & FAX nos. of branch:

Dated

At

SECTION-IX

AUTHORISATION FOR ATTENDING BID OPENING

To,

Dy. General Manager (IT)

O/o CGMT Orissa Telecom Circle

Bhubaneswar

Subject: Authorisation for attending bid opening

Reference: CGMT Orissa BSNL Tender no: dated

Following persons are hereby authorised to attend the bid opening for the tender mentioned on behalf of (Bidder) in the order of preference given below.

Order of Preference

Name

Specimen Signatures

1st

2nd

Signature of Bidder

SECTION-X
FORMAT FOR ACCEPANCE OF ADVANCE PURCHASE ORDER

From,

.....
.....

To,

.....
.....

Subject:

Reference: (1) CGMT Orissa BSNL Tender no:dated

Dear sir,

We acknowledge the receipt of the Advance Purchase Order under reference above.

We accept the Advance Purchase order and terms and conditions as mentioned therein unconditionally.

Yours faithfully,

Signature
(Name in Block Letters)
Signed as:

STAMP/ SEAL

SECTION - XI

Proforma for Experience Certificate

It is certified that M/s _____ has successfully
manned Call Center with _____ agents. The
Performance of Call Center, its operation are satisfactory as on date.

Date : Name:
 Designation:
 Organisation:
 Address:
 Telephone No:
 Fax No:

M/s.....

(Authorized Signatory)
(Designation with Seal)

**NOTE: Minimum two such certificate with min 25 agents each to be submitted along
with techno commercial bid, failing which bid is liable for rejection.**

**SECTION -XII
(No relatives certificate)
PROFORMA FOR DECLARATION BY BIDDER**

I S/o

Resident of hereby certify that none of my relative(s) as defined in the tender document is /are employed in Department of Telecom/BSNL Unit as per details given in the Tender Document. In case at any stage it is found that the information given by me is false / incorrect, BSNL shall have the absolute right to take any action as deemed fit without any prior intimation to me.

Note: -The term "Near Relative" for this purpose are defined as:

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

Signature & seal of Bidder
Name & full address

Witness

1.Name & address

.....
.....

2. Name & address

.....
.....

N.B:- The bidder has to submit this certificate in this format only.

ANNEXURE - XIII

(Ammount of bid security to be submitted by SSI units registered under NSIC for the tendered items along with the bid form of Bank Gurantee)

| Slab of financial limit of SSI unit under single point registration | Ammount of bid securities in Rs. |
|--|---|
| 5 Lakh | 92,000 |
| 10 Lakh | 82,000 |
| 15 Lakh | 72,000 |
| 20 Lakh | 62,000 |
| 25 Lakh | 52,000 |
| 30 Lakh | 42,000 |
| 50 Lakh/W/O/Limit | 2,000 |

NB: If the financial limit of any SSI Unit Falls between any two slabs, required bid security will be equal to that of the lower slab of the two.

**Tender No :- CGMT/ IT-99 /2008-09
Dated 25.12.2008**