No.Eng-233/CMTS/12-13



(A. Government of India Enterprise)
O/o G.M.(CMTS), Odisha Telecom Circle
7th Floor, IDCO Tower
Bhubaneswar-22

TENDER DOCUMENT

NAME OF WORK:

TENDER FOR DATA ENTRY JOB IN CMTS UNIT OF ODISHA

Period of issue of tender paper: 10:00 Hrs. to 13:00 Hrs on all working days From 08^h Jul' 2012 to 28th July' 2012

Dropping of Tender Documents : 13:00 Hrs of 30th Jul' 2012 Place of submission of tender :Tender box in the chamber of AGM(NWP-II)

Date & time of opening of Tender :15:00 Hrs of 30th Jul' 2012 Place of opening of tender :conference hall of CMTS unit.

SDE.(Engg)
O/o the G.M.(CMTS), BSNL
Odisha Telecommunications Circle
Bhubaneswar.

<u>PLEASE VISIT US AT</u> www.Orisha.bsnl.co.in

Cost of Tender Paper: Rs.525/-

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(A Govt. of India Enterprise)

O/o G.M.(CMTS), Odisha Telecom Circle 7th Floor, IDCO Tower Bhubaneswar-22

No. Eng-233/CMTS/12-13/

Dated at BBSR. The 04th July'12

NOTICE INVITING TENDER

Sealed tenders (Packing PVC Tape/Sealing Wax) are invited for and on behalf of BSNL by the G.M. (CMTS), Bhubaneswar from bona fide, licensed/experienced firms/agencies for the data entry work on job contract basis in CMTS unit of Odisha.

01	Name of the work	Data Entry work on job contract basis in CMTS Unit of Odisha.
		The SDE(ENGG.), O/O G.M.(CMTS),7TH FLOOR,IDCO TOWER,
02	Tender papers can	BHUBANESWAR or can be downloaded from our website:
0_	be had from	www.orissa.bsnl.co.in.
03	Cost of Tender paper	Rs.525/- (Rupees Five Hundred Twenty Five) only (Non-refundable)
		A/c Payee Demand Draft / Banker's Cheque on any
		Nationalized/Schedule Bank payable at Bhubaneswar in favour
04	Mode of Deposit	of 'Accounts Officer (Cash), O/o. G.M. (CMTS), Bhubaneswar'
		should not have been drawn before the date of publication
		of NIT.
		(1)Xerox copies of valid registration Certificate of the firm/agency
		(2)Annual Turnover certificate from a registered Chartered
		Accountant firm for the last two financial years.
		(3)Xerox copy of PAN card of the firm/individual.
		(4) Income Tax return with proof of acknowledgement for financial
		year 2010-11
		(5)Xerox copy of Valid labour license from Central Labour
		Commission under contract Labour Act 1970 (R&A)
		(6)Xerox copy of valid EPF Registration certificate with proof of up-
		to-date payment particulars along with EPF annual return of last
		financial year (11-12) including Form 3-A & 6-A.
•		(7)Xerox copy of valid ESI Registration certificate with proof of up-
		to-date payment particulars.
İ		(8)Xerox Copy of Valid Service tax registration certificate with proof
		of up to date payment & returns for financial year 2011-12.
		(9)Xerox copy of experience certificate of minimum 6.5 lakhs in
		BSNL/MTNL/Central PSU/Central Govt. for carrying out data entry
0.5	E	Job to the tune of minimum Rs. 3.0 Lakhs per annum for last two
05	Eligibility of Bidders	financial years (10-11, 11-12). Experience certificate in this regard is
		to be issued by an officer not below the rank of Deputy General
		Manager or equivalent. Experience certificate issued by any TDE/EE
		duly countersigned by an officer not below the rank of DGM will
		only be considered.
		(10)Cost of Tender paper of Rs.525.00 in case of downloaded from
		website.
		(11)EMD of Rs.40,000/- (Rupees Forty Thousand Only)
		(12)The bidder should submit an undertaking to the effect that
		none of their relatives are working in BSNL as per the format in
		Section-XI.
		(13)The bidder should have authenticated partnership deed, in
		case of partnership firm and power of attorney if any to the
		representative of the firm to operate the tender.
		(14) Xerox copy of "Power of Attorney" attested by the Notary in
		case of person other than the tenderer has signed the tender
		document.

		(15)The bidder should furnish list of clients where the bidder has under taken data entry work in BSNL/MTNL/Central Govt. or any other Central PSU. Work order for those jobs should be submitted.
06	EMD	Earnest Money Deposit in shape of D.D for Rs.40, 000(Rupees Forty Thousand) only from any Nationalized/scheduled Bank at Bhubaneswar only drawn in favour of ". Accounts Officer (Cash), O/o GM.(CMTS),Bhubaneswar" DD should have been purchased after the date of issue of NIT.
07	Sale of tender Paper	On all working day, from 10.00 hrs. to 13.00Hrs of 08.07.12 to 28.07.12
08	Dropping of tender Paper	Up to 13.00 hours of 30.07.2012 at the tender box in the chamber of AGM(NWP-II)
09	Opening of Tender	At 15:00 Hrs of 30.7.2012 in the conference hall of CMTS unit. If the date is declared as holiday the opening date will be automatically extended to next working day.
10	Rejection of Tender	Incomplete tender, ambiguous and Conditional rate, unsealed, late receipt will be rejected.
11	Estimated cost	Rs.20 Lakh (Approx.) for two years.

The GM(CMTS) reserves the right to cancel/reject any or all tenders without assigning any reason thereof or is not bound to accept the lowest tender. For details, please visit www.orissa.bsnl.co.in.

AGM(NWP-II)
O/o GENERAL MANAGER (CMTS)
BHARAT SANCHAR NIGAM LTD.

SECTION II

INSTRUCTIONS TO BIDDERS

A. INTRODUCTION

1. **DEFINITIONS**:

- (a) "The Tendering authority" means GENERAL MANAGER (CMTS), ODISHA TELECOM CIRCLE, BHUBANESWAR.
- (b) "The Bidder" means the individual or firm who participates in this tender and submits its Bid.
- (c) "The contractor" means the individual or firm executing the work order under the Contract.
- (d) "The Work Order" means the order placed by the Tendering authority including all attachments and appendices thereto and all documents incorporated by reference therein on the contractor. The work order shall be deemed as "Contract" appearing in the document.
- (e) "The Contract Price" means the price payable to the contractor under the work order for the full and proper performance of its contractual obligations.

2. ELIGIBLE BIDDERS:

- I. The bidder should have valid registration certificate of the firm/agency.
- II. Annual Turnover certificate from a registered Chartered Accountant firm for the last two financial years.
- III. The bidder should have PAN Card in the individuals name In case of proprietorship and in case of firm/partnership the PAN should be in firm's name.
- IV. Xerox copy of Income Tax return with proof of acknowledgement for financial year 10-11.
- V. Valid labour license from Central Labour Commission under contract Labour Act 1970 (R &A).
- VI. The bidder should have valid EPF Registration certificate with proof of up-to-date payment particulars along with EPF annual return of last financial year (11-12) annual return including Form 3-A & 6-A.
- VII. The bidder should have valid ESI registration certificate with proof of up to date payment.
- VIII. The bidder should have Valid Service tax registration certificate with proof of up to date payment & returns for financial year 2011-12.
- IX. The bidder should have list of clients where the bidder has under taken data entry work in BSNL/MTNL/Central Govt. or any other Central PSU. Work order for those jobs should be submitted.
- X. The bidder should have receipt of Cost of Tender Paper worth Rs.525.00 & EMD as per NIT in favour of Accounts Officer (Cash), O/o. G.M. (CMTS), Bhubaneswar in shape of DD / BC. If downloaded the tender document the cost of tender paper should be in the form of DD drawn in favour of AO(Cash),O/o GM(CMTS),Bhubaneswar.
- XI. The bidder should submit an undertaking to the effect that none of their relatives are working in BSNL as per the format in Section-XI.
- XII. The bidder should have authenticated partnership deed, in case of partnership firm and power of attorney if any to the representative of the firm to operate the tender.
- XIII. The bidder should have a copy of "Power of Attorney" attested by the Notary in case of person other than the tenderer has signed the tender document.
- XIV. The bidder should have experience certificate of minimum 6.5 lakhs in BSNL/MTNL/Central PSU/Central Govt. for carrying out data entry Job to the tune of minimum Rs.3.0 Lakhs per annum for last two financial years (10-11 & 11-12). Experience certificate in this regard is to be issued by an officer not below the rank of Deputy General Manager or equivalent. Experience certificate issued by any TDE/EE duly countersigned by an officer not below the rank of DGM will only be considered.

Note: In case any of the documents is found missing the bid will be declared ineligible and will not be considered for evaluation

3. COST OF BIDDING:

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

B. THE BID DOCUMENTS:

4. **BID DOCUMENTS:**

- 4.1 The works required, bidding procedures and contract terms are prescribed in the bid documents. The bid documents include:
 - a) Notice Inviting Tender.
 - b) Instruction to Bidders.
 - c) Conditions of the Contract.
 - d) Construction, Specification and Job description.
 - e) Bid form.
 - f) Price schedule.
 - g) Undertaking and declaration.
 - h) Performance Security Bond Form.
 - i) Letter of authorization to attend Bid opening.
 - j) Undertaking in respect of non-working of relatives in BSNL.
 - k) Information about Tenderers.
- 4.2 The bidder is expected to examine all instructions, forms, terms and specifications in the bid documents. Failure to furnish all information required as per the bid documents or submission of bids not substantially responsive to the bid documents in every respect will be at the bidder's risk and shall result in rejection of the bid.

5 CLARIFICATION OF BID DOCUMENTS:

- A prospective bidder, requiring any clarification of the bid documents shall notify the tendering authority in writing or FAX at the tendering authority's mailing address indicated in the invitation for bids. The tendering authority shall respond in writing to any request for clarification of the bid documents, which it receives not later than 7(Seven) days prior to the date for the submission of bids. Copies of the query (without identifying the source) and clarifications by the tendering authority shall be sent individually to all the prospective bidders who have received the bid documents.
- 5.2 Any clarification issued by BSNL in response to query raised by prospective bidders shall form an integral part of bid documents and may be treated as an amendment of relevant clauses of the bid document.
- 5.3 The correction/modification, if any, in the tender document will be uploaded in the website i.e. www.orissa.bsnl.co.in up to <u>23.00hrs</u> of 20.7.2012. This will be treated as final.

6 AMENDMENT OF BID DOCUMENTS:

- At any time, prior to the last date for submission of bids, the tendering authority may, for any reason whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the bid documents by amendments up to 28.07.12.
- 6.2 The amendments shall be intimated through FAX/E-mail to all prospective bidders on the fax no/mail-id intimated at the time of purchase of bid document from the tendering authority and these amendments will be binding on them.
- 6.3 In order to afford prospective bidders reasonable time to take the amendments into account in preparing their bids, the Tendering authority may, at its discretion, extend the deadline for the submission of bids suitably.

C. PREPARATION OF BIDS:

7. **DOCUMENTS COMPRISING THE BID:**

It is a three-bid system and the bid prepared by the bidder shall comprise the following components:

- i) SECURITY BID: Security bid shall comprise(a) bid security and (b) cost of bid document as per NIT.
- il) **TECHNO-COMMERCIAL BID**: Techno-commercial bid shall comprise the following components:
 - a) Documentary evidence established in accordance with Clause 2 and 10 of Section-II that the bidder is eligible to bid and is qualified to perform the contract if his bid is accepted.
 - b) Bid form (Section-V) completed in accordance with Clause 8 of Section-II.
- iil) **FINANCIAL BID**: Financial bid shall comprise the completed **"PRICE SCHEDULE"** (Section-XIV) in accordance with Clause-9.

8. BID FORM:

The bidder shall complete the Bid Form and the appropriate Price schedule furnished in the Bid Documents, indicating the works to be done, a brief description of the works and prices are as per Section-V & XIV respectively.

9. **BID PRICES**:

- 9.1 The bidder shall quote the price for unit /record of each item inclusive of all levies & taxes but exclusive of Service Tax if any. Service Tax, if any, should be shown separately, shall be paid as applicable. The basic unit price and other component price need to be individually indicated against the works under the contract as per price schedule given in Section XV. The offer shall be firm in Indian Rupees. Bidders shall have to quote price(s) against all the items.
- 9.2 The prices quoted by the bidder shall remain fixed during the entire period of contract and shall not be subject to variation on any account. A bid submitted with an adjustable price quotation /ambiguous price/conditional price quoting will be treated as non-responsive and rejected.
- 9.3 In case of any discrepancies of quoting rate in figures and words, the rate quoted in words, the rate quoted in words will be considered.
- 9.4 Any erasures/corrections of price bid should be initialed by the bidder with date.
- 9.5 In case of totaling mistakes due to multiplication or addition, correction of total amount shall be made without changing the unit price and quantity. The bidder has to accept it.

10. DOCUMENTS TO BE SUBMITTED ALONG WITH TECHNO COMMERCIAL BID OF TENDER DOCUMENT:

- 10.1 The bidder shall furnish as part of its bid documents establishing the bidder's eligibility, the following documents:
 - I. Self attested copy of registration certificate of the firm/agency.
 - II. Self attested copy of Annual Turnover certificate from a registered Chartered Accountant firm for the last two financial years.
 - III. Self attested copy of Xerox copies of valid registration Certificate of the firm/agency.
 - IV. Self attested Xerox copy of PAN Card In case of proprietor ship PAN should be in the Individual's name and in case of firm/partnership the PAN in firm's name.
 - V. Self attested copy of Income Tax return with proof of acknowledgement for financial year 10-11.
 - VI. Self attested Xerox copy of Valid labor license from Central Labour Commission under contract Labour Act 1970 (R &A) .
 - VII. Self attested Xerox copy of ESI certificate with proof of up to date payment.
 - VIII. The bidder should have valid EPF Registration certificate with proof of up-to-date payment particulars along with EPF annual return of last financial year (11-12) including Form 3-A & 6-A.
 - IX. Self attested Xerox copy of Valid Service tax registration certificate with proof of up to date payment & returns for financial year 2011-12.

- X. Self attested Xerox copy of List of clients where the bidder has under taken data entry work in BSNL/MTNL/Central Govt. or any other Central PSU .Work order for those jobs should be submitted.
- XI. Self attested Xerox copy of experience certificate of minimum 6.5 lakhs in BSNL/MTNL/ Central PSU/Central Govt. for carrying out data entry Job minimum to the tune of minimum Rs. 3.0 Lakh per annum for last two financial years (10-11 & 11-12). Experience certificate in this regard is to be issued by an officer not below the rank of Deputy General Manager or equivalent. Experience certificate issued by any TDE/EE duly countersigned by an officer not below the rank of DGM will only be considered.
- XII. The Cost of Tender Paper worth Rs.525.00 & EMD for Rs.40, 000.00 in favour of Accounts Officer (Cash), O/o. G.M. (CMTS), Bhubaneswar in shape of DD / BC.
- XIII. The bidder should submit a self attested copy of undertaking to the effect that none of their relatives are working in BSNL as per the format in Section-XI.
- XIV. The bidder should have a copy of "Power of Attorney" attested by the Notary in case of person other than the tenderer has signed the tender document.
- XV. The tenders submitted by the partnership firms should furnish self attested photocopy of authenticated Partnership Deed duly registered & power of attorney if any to the representative of the firm to operate the tender.

Note: If any one of the above items required to be submitted along with the techno-commercial bid is found wanting, the offer is liable to be rejected at that stage. However, the tendering authority may at its discretion call for any clarification regarding the document. The Tendering authority may also ask for submission of any additional/missing document/items within a stipulated time period. In such case(s), the bidder shall have to comply the Tendering authority'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.

Tender document should be signed by the bidder on all pages with date and personal seal (<u>rubber stamp</u>). The tenderer must put his signature on all the copies of attested documents indicating "Submitted by me".

The envelope should indicate the name and address of the bidder, in case any bid received by the authorities after the due date and time for submission of bids prescribed by the department shall be rejected and returned unopened to the bidder.

Modification and withdrawal of bids are not permissible in any circumstances. In case of withdrawal after opening of bid, action may be taken as per rule.

Conditional tender/tender with wanting documents will not be entertained and will be out rightly rejected.

Tender document should be super scribed with the name of work in details at the top of each (packing PVC tape/sealing wax) envelope. Unsealed, unmarked and / or incomplete Tenders are liable to be rejected. All documents excluding the Bank Draft are to be signed by the tenderer.

The tenderer should certify and affix his dated signature with personal seal (<u>rubber stamp</u>) on each and every pages of tender document and return it with techno-commercial bid, as a token of the acceptance of each condition specified on each page of the tender document. The complete set of tender document duly filled in and signed putting date on each page with his seal and also at every correction /overwriting by the tenderer.

10.2 REJECTION OF TENDER

- a) The Authority inviting tender shall reserve the right to refuse consideration of any tender on the following ground.
- b) If the tender is not duly supported by the requisite document as per NIT & EMD in the manner provided therein.
- c) If the tender is not signed with his personal seal <u>(rubber stamp)</u>, deficient or incomplete in any of the requisite matters, particulars, formalities or for any reason which shall not be disclosed to the tenderer.
- d) If the tender is received later than schedule date and time will be returned without opening.
- e) If the tender paper envelope is not properly sealed with Packing PVC tape/sealing wax, closing the cover by gums/paste/staplers pin will not be treated as sealed cover. The cover should bear the Personal seal (rubber stamp) of the Tenderer with sealing wax/PVC tape properly fixed on the cover.
- f) The authority is not bound to accept the lowest tender.

- g) The G.M.(CMTS), Bhubaneswar reserves the right to cancel/reject any tender if the same is found to be containing any false /fabricated document/statement. Original of all documents must be produced, if required for verification, at any stage of tender evaluation.
- h) The conditional and incomplete tenders are liable for rejections.
- 10.3 All pages of the original Bid submitted with Techno-commercial bid including blank pages with scoring except for un-amended printed literature shall be signed by the person or persons signing the Bid.

10.4 EPF CLAUSE:

The bidder/contractor must have EPF registration number issued by competent authority whenever applicable. The contractor must fulfill/comply with the provisions of Employees Provident Fund Scheme 1952 in respect of labourers/employees engaged by them for performing the work of BSNL. Any consequence arising due to non compliance of provisions as specified above shall be sole responsibility of the firm/bidder.

11. BID SECURITY:

11.1

- i) **EMD of Rs.40, 000(Rupees Forty Thousand)** only should be submitted in the form of an account payee Bank Draft/Banker's Cheque drawn on any Scheduled/Nationalized Bank payable at Bhubaneswar and in favour of Accounts Officer (Cash), O/o G.M. (CMTS), Bhubaneswar along with the tender document. The EMD is required to protect the company against the risk of bidder's conduct, which would warrant the security forfeiture.
- ii) A bid not secured as above shall be rejected by the accepting authority as non-responsive.
- 11.2 The bid security is required to protect the tendering authority against the risk of bidder's conduct, which would warrant the security's forfeiture pursuant to clause 11.6.
- 11.3 BID NOT SECURED IN ACCORDANCE WITH PARA 11.1 (i) SHALL BE TREATED AS NON-RESPONSIVE AND SHALL BE REJECTED BY THE TENDERING AUTHORITY.
- 11.4 The bid security of the unsuccessful bidder will be discharged/returned as promptly as possible as but not later than 30 days after the expiry of the period of bid validity prescribed by the Tendering authority, pursuant to Clause 12.
- 11.5 The successful bidder's bid security will be discharged upon the bidder's acceptance of the LOI/APO satisfactorily in accordance with clause 34 of Section IV and furnishing the performance security.

11.6 The bid security may be forfeited:

- (a) If bidder withdraws his bid during the period of bid validity specified by the bidder on the Bid Form, or
- (b) In case of a successful bidder, if the bidder fails:
 - i. To sign the contract in accordance with clause 28 or
 - i. To furnish performance security in accordance with clause 28.2.
- (c) In both the above cases i.e. 11.6 (a) & (b), the bidder will not be eligible to participate in the tender for same item for one year from the date of issue of LOI. The bidder will not approach the court against the decision of BSNL in this regard.

12. **PERIOD OF VALIDITY OF BIDS:**

- 12.1 Bid shall remain valid for 150 days after the date of bid opening prescribed by the Tendering authority, pursuant to Clause 18.1. A BID VALID FOR A SHORTER PERIOD SHALL BE REJECTED BY THE TENDERING AUTHORITY AS NON-RESPONSIVE.
- 12.2.1 In exceptional circumstances, the Tendering authority may request the bidder's consent for an extension to the period of bid validity. The request and the responses thereto shall be made in writing. The bid security provided under Clause 11 shall also be suitably extended. The bidder may refuse the request without forfeiting his bid security. In such

case(s), his/her bid shall be rejected without forfeiting the bid security. A bidder accepting the request and granting extension will not be permitted to modify his bid.

13. i) **POWER OF ATTORNEY**:

- a. The power of attorney should be submitted and executed on the non-judicial stamp paper of appropriate value as prevailing in the respective states (s) and the same be attested by a Notary Public or registered before Sub-Registrar of the sate(s) concerned.
- b. The power of Attorney is 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.

ii) FORMAT AND SIGNING OF BID:

The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the bidder in which case such corrections shall be signed by the person(s) signing the bid with date.

D. SUBMISSION OF BIDS:

14. SEALING AND MARKING OF BIDS:

- 14.1 The Bidders are specifically required to submit their offers in three parts, each in different sealed envelopes (Packing PVC Tape/Sealing Wax) duly marked as
 - i. **"Envelope-A:** (a) Bid Security & (b) DD for Cost of Bid Document" (in case the tender document is downloaded from our website).
 - ii. "Envelope-B: Techno-commercial Bid"
 - iii. "Envelope-C: Financial/ Price Bid"

All the above three envelopes (A, B & C) should be submitted in a large cover.

- 14.2 The envelopes should be addressed as:
 - (i) The AGM(NWP-II)

O/o. General Manager (CMTS,)

Odisha Telecom Circle, BSNL,

IDCO Towers, 7th Floor, Unit-IX,

Bhubaneswar-751022, Odisha.

(ii) The outer cover should bear the (a) item name i.e. (**TENDER FOR DATA ENTRY JOB IN** CMTS UNIT OF ODISHA)(b) the tender number i.e. (Eng-233/CMTS/2012-2013 DATED **04.07.2012**) and (c) the words 'DO NOT OPEN BEFORE 15:00 hrs. of 30.07.2012'.

And

- (iii) Shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared 'late'/rejected
- Above three covers are to be sealed (Packing PVC Tape/Sealing Wax) and marked with PERSONAL SEAL (<u>rubber stamp</u>). All the three covers (A, B & C) shall be kept in one outer cover, which will also be sealed (Packing PVC Tape/Sealing Wax) and marked with personal seal (<u>rubber stamp</u>).
- 14.4 If the envelopes (both inner and outer) are not sealed (Packing PVC Tape/Sealing Wax) and marked as per clause 14.1, 14.2 and 14.3, the bid will be rejected in tender opening stage and the bid will be returned to the bidder.
- 14.5 Envelope-A should contain (i) Bid Security as per clause-11 & (ii) DD towards the Cost of Bid Document (if the tender document is downloaded from website)
- 14.6 Envelope-B should contain all the Techno-commercial bid along with related document establishing bidders eligibility as per clause-10 of Sec-II.
- 14.7 Envelope-C should contain Financial/ Price Bid i.e. the rates duly quoted by the bidder in the prescribed format (Section-XV "Financial Bid").
- 14.8 If any of the document required to be submitted in envelope A is found wanting, the concerned bid shall be rejected at the opening stage itself and the remaining envelopes B & C will not be opened.
- 14.8.1 Bids shall either be sent by registered post or delivered in person. The responsibility for ensuring that Bids are delivered in time would vest with the bidder.
- 14.8.2 Bids delivered in person shall be delivered to above indicated address on or before the time hours of due date. The Tendering authority shall not be responsible if the bids are delivered elsewhere and after the due date and time.

15. **SUBMISSION OF BIDS:**

- 15.1 Bids (Envelopes A, B and C; all enclosed in another large envelope) must be received by the Tendering authority at the address specified under clause 14.2(a) not later than the time as specified in NIT.
- 15.2 The Tendering authority may, at its discretion, extend this deadline for the submission of bids by amending the Bid Documents in accordance with Clause 6 in which case all rights and obligations of the Tendering authority and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.
- 15.3 The bidder shall submit his bid offer against a set of bid documents purchased by him for all or some systems/equipment as per requirement of the Bid Documents. He may include alternate offer if permissible as per the bid. However not more than one independent and complete offer shall be permitted from the bidder.

16. LATE BIDS:

Any bid received by the tendering authority after the deadline for submission of bids prescribed by the tendering authority, shall be rejected and returned unopened to the bidder.

17. MODIFICATION AND WITHDRAWAL OF BIDS:

- 17.1 The bidder may modify or withdraw his bid after submission provided that the written notice of the modification or withdrawal is received by the tendering authority prior to the deadline prescribed for submission of bids i.e. at least one hour before the time of closing of the tender.
- 17.2 The bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched as required in the case of bid submission in accordance with the provision of clause 14 of Sec-II. A withdrawal notice may also be sent by FAX but followed by a signed confirmation copy, post marked not later than the deadline for submission of bids.
- 17.3 Subject to clause 19, no bid shall be modified subsequent to the deadline for submission of bids.

E. <u>BID OPENING AND EVALUATION</u>:

18. OPENING OF BIDS BY TENDERING AUTHORITY

- 18.1
- i. Bids shall be opened by the tendering authority in the presence of bidders or their authorized representatives who choose to attend, at specified time and date. The bidder's representatives, who are present, shall sign an attendance register. Authority letter shall be submitted by the bidder before they are allowed to participate in bid opening (The format as given in Section-IX of the Bid Document).
- ii. The Tendering authority will first ensure the availability of Bid Security and cost of tender paper (if downloaded from website) in envelope 'A', if any of these are not available the remaining "B & C" envelopes will not be opened and the bid will be rejected at that stage itself.
- iii. The Tendering authority shall then open the **techno-commercial bid** contained in **envelope-B** and check the availability of all the documents as per **clause 10.1 of Sec-II**. During this opening of techno-commercial bids, Tendering authority shall check availability of required document in general. Evaluation of the techno-commercial bids in details shall be done by the tendering authority on a later date before opening of the financial/price bid.
- iv. For technically responsive bids, the Financial/ Price bids (Envelope-C) will be opened on the due date and time.
- 18.2 Only one representative for any bidder shall be authorized and permitted to attend the bid opening.
- 18.3 The Bidder's names, Bid prices, Modifications, bid withdrawals and such other details as the Tendering authority, at its discretion, may consider appropriate; will be announced at the time of opening.
- 18.4 The date fixed for opening of bids, if subsequently declared as holiday by BSNL the revised date of schedule will be notified. However, in absence of such notification the bids will be opened on the next working day, time and venue remaining unaltered.

19. CLARIFICATION OF BIDS:

To assist in the examination, evaluation and comparison of bids, the tendering authority may, at its discretion ask the bidder for the clarification of its bid. The request for clarification

and the response shall be in writing. However, no post bid clarification at the initiative of the bidder shall be entertained.

20. **PRELIMINARY EVALUATION:**

- 20.1 Tendering authority 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.
- 20.2 Prior to the detailed valuation, pursuant to clause 21, the tendering authority will determine the substantial responsiveness of each bid to the Bid documents. For purposes of these clauses, a substantially responsive bid is one which conforms, to all the terms and conditions of the Bid documents without material deviations. The tendering authority's determination of bid's responsiveness is to be based on the contents of the bid itself without recourse of extrinsic evidence.
- 20.3 A bid, determined as substantially non-responsive will be rejected by the tendering authority and shall not subsequent to the bid opening be made responsive by the bidder by correction of the non-conformity also the tendering authority shall not be bound to show the reasons/causes of rejection of the bid.
- 20.4 The tendering authority may waive any minor infirmity or non-conformity or irregularity in a bid, which does not constitute a material deviation, provided such waiver, does not prejudice or affect the relative ranking of any bidder.

21. EVALUATION AND COMPARISON OF SUBSTANTIALLY RESPONSIVE BIDS:

- 21.1 The tendering authority shall evaluate in detail and compare the bids previously determined to be substantially responsive pursuant to clause 20.
- 21.2 Arithmetical errors shall be rectified on the following basis. If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected by the tendering authority. If there is a discrepancy between words and figures, the amount in words shall prevail. If the bidder does not accept the correction of the errors, his bid shall be rejected. In a tender, where number of items is more than one, price evaluation shall be on composite basis.
- 21.3 Tendering authority may negotiate with successful L1 bidder only or can make counter offer against the prices quoted by other successful bidder(s).

22. CONTACTING THE TENDERING AUTHORITY:

- 22.1 Subject to Clause 19, no bidder shall try to influence the tendering authority on any matter relating to its bid, from the time of the bid opening till the time the contract is awarded.
- 22.2 Any effort by a bidder to influence the tendering authority in the tendering authority's bid evaluation, bid comparison or contract award decisions shall result in the rejection of the bid.

23. **AWARD OF CONTRACT:**

The Tendering authority shall consider placement of orders for executing the work only on eligible bidder whose offer has been found technically, commercially and financially acceptable. The Tendering authority reserves the rights to counter offer price(s) against price(s) quoted by successful L1 bidder. All terms and conditions applicable to the successful L1 bidder are also equally applicable to the bidder/bidders, who will accept the counter offer for execution of work. If required, GM(CMTS) reserves the right to distribute work between L1 & L2 bidder in **70:30** ratio at the L1 rate.

24. TENDERING AUTHORITY'S RIGHT TO VARY QUANTITIES:

- (a) BSNL will have the right to increase or decrease up to 25% of the quantity of goods and services specified in the schedule of requirements without any change in the unit price or other terms and conditions at the time of award of the contract or up to 50 % of the additional quantities of goods and services contained in the running tender /contract can be ordered within a period of twelve months from the earliest date of acceptance of APO /LOI at the same rate negotiated (downwardly) with existing vendors considering the reasonabilitry of rates based on prevailing market conditions and the impact of reduction in duties and taxes etc. and supplies to be obtained within delivery period scheduled a fresh.
- **(b)** In exceptional situation where the requirement is of emergent nature and it is necessary to ensure continued supplies from the existing vendors, the purchaser reserves

the right to place repeat order up to 100 % of the quantities of goods and services contained in the running tender /contract within a period of twelve months from the earliest date of acceptance of APO/LOI at the same rate or a rate negotiated (downwardly) with the existing vendors considering the reasonability of rates based on the prevailing market conditions and the impact of reduction in duties & Taxes etc.

25. VALIDITY OF CONTRACT

The contract shall normally be valid for two years from the date of signing of the agreement with an option of extension for a further period of three months subject to a maximum of six months in exceptional situation where the requirement is of emergent nature with same rate, terms and conditions mentioned in clause in 24 (b) of Sec-II.

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

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

27. **ISSUE OF LETTER OF INTENT (LOI):**

- 27.1 The issue of an LOI shall constitute the intention of the Tendering authority to enter into the contract with the bidder.
- 27.2 The bidder shall within 14 days of issue of the LOI give his unconditional acceptance to the terms & conditions of tender in writing along with performance security 10% of value of awarded work in conformity with Section VIII provided with the bid documents.

28. **SIGNING OF CONTRACT:**

- 28.1 The issue of work order shall constitute the award of contract on the bidder.
- 28.2 Upon the successful bidder furnishing the performance security pursuant to Clause 27 of Sec-III, the tendering authority shall discharge its bid security, pursuant to clause 11.

29. ANNULMENT OF AWARD:

Failure of the successful bidder to comply with the requirement of Clause 27 shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security in which event the tendering authority may make the award to any other bidder at the discretion of the tendering authority or call for new bids.

30. **COURT JURISDICTION:**

The contract shall be governed by Indian Laws and Courts at Bhubaneswar/ Cuttack and will have the jurisdiction to entertain any dispute or claim arising out of this tender till issue of Work order.

While all the conditions specified in the Bid Documents are critical and are to be complied. Special attention of bidder is invited to the following clauses of the bid document, non-compliance of any one of which shall result in out right rejection of the bid.

- i) Clause 14.1,2,3&4 of Section II-The bids will be recorded/ returned unopened, if covers are not properly sealed (Packing PVC Tape/Sealing Wax) with "Personal seal" (rubber stamp) of the bidder.
 - ii) Clause 11.1 & 12.1 of Section II- The bids will be rejected at opening stage if bid security is not submitted as per Clauses 11.1 bid validity is less than the period prescribed in Clause 12.1 mentioned above.
 - iii) Clause 2 & 10 of Section II- If the eligibility condition as per clause 2, Section II is not met and/or documents prescribed to establish the eligibility as per Clause 10 of section II are not enclosed, the bids will be rejected without further evaluation.
 - iv) Section VII: Price schedule- Prices are not filled in as prescribed in price schedule.
 - a) Before outright rejection of the bid for non-compliance of any of the provisions mentioned in clause 31 (i) and (ii) of section-II, the tendering authority may extend opportunity to the Bidder(s)/Companies to explain its/ their position. However if the person representing the company is not satisfied with the decision of the Bid-opening team, he/they can submit the representation to Bid-opening team immediately but in no case after closing of the tender opening process with full justification quoting specifically the violation of tender conditions, if any.
 - b) The representations received in bid opening day shall be submitted to the competent authority for review if the bid opening team is satisfied with the arguments of the bidder(s)/companies mentioned in their representations and feel that there is prima-facie fact for consideration as early as possible and decision to this effect shall be

communicated to the bidder company. If the reviewing officer finds it fit to open the bid of the petitioner, the bid(s) shall be opened by giving three (working) days notice to all the participating bidders to give opportunity to desirous participants to be present on the occasion.

- c) The tendering authority shall not return the bids submitted by the bidders on the date of tender opening even if it is liable for rejection. Such bids shall be kept preserved in sealed cover as submitted by the bidder(s), however; desirous representatives of the participating bidders/ companies present on the occasion may put their signatures on the sealed envelopes if they intend to do so. Bids found liable for rejection will be returned to the bidders after issue of work order against instant tender.
- 32. Tendering authority reserves the right to disqualify the bidder for suitable period who habitually failed to complete the data entry job in time. Further, the bidders whose works do not perform satisfactorily in the Office of GM(CMTS), MSC at Telephone Bhawan, Bhubaneswar, PMG square & MSC at Chandrasekharpur in accordance with the specifications may also be disqualified for a suitable period as decided by the tendering authority.
- 33. Tendering authority reserves the right to black list a bidder for a suitable period in case he fails to honor his bid without sufficient grounds.
- 34. The bidder should give a certificate that none of his / her near relative is working in the units as defined below where he/she is going to apply for the tender. In case of proprietorship firm certificate will be given by the proprietor. For the partnership firm, certificate will be given by all the partners and in case of limited company by all the directors of the company excluding Government of India/ Financial institutions nominees and independent non-official part time Directors appointed by Government of India or the Governor of the state. Due to any breach of these conditions by the company or firm or any other person, the tender will be cancelled and bid security will be forfeited at any stage whenever it is noticed and BSNL will not pay any damage to the company or the firm or the concerned person.

The company or firm or the person will also be debarred for further participation in the concerned unit.

The near relatives for this purpose are defined as:-

- (a) Members of a Hindu undivided family.
- (b) They are husband and wife.
- (c) The one is related to the other in the manner as Father, Mother, Son(s) and Son's wife (Daughter-in-law), Daughter(s) and Daughter's husband (Son-in-law), Brother(s) and Brother's wife, Sister(s) & Sister's husband (Brother-in-law).

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here by certify that non of my relative(s) as defined in the tender document is/are employed in BSNL unit as per details given in tender document. Incase 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."

SECTION-III CONDITION OF CONTRACT

1. **DEFINITIONS**:

The contract means the document forming the tender and acceptance thereof and the formal agreement executed between the BSNL and the contractor together with the documents referred to therein including the conditions of contract, the specifications and instruction issue from time to time by the officer- in-charge and all these documents taken together shall be deemed to form one contract and shall be complementary to one another. In the contract, the following expressions shall unless where the context otherwise required, have the meaning hereby respectively assigned to them.

- a) The expression WORK or WORKS shall unless there be something either in the subject or context repugnant to such construction be construed and taken to mean the works by or by virtue of the contract to be executed whether temporary or permanent and whether original, altered, substituted or additional.
- b) The SITE shall mean the land and /or other places on which work is to be executed under the contract.
- c) SITE ENGINEER shall mean any supervisory officer of the BSNL who may be placed by the Divisional Engineer as in charge of the work at site at any particular period of time.
- d) The contractor shall mean the individual or firm or company whether incorporated or not, undertaking the works and shall include the local personal representative or such individual or the persons composing such firm or company or the successors of such firm or company and the permitted assignees or such individual or firm or firms or company.
- e) The Divisional Engineer in-charge means, the Divisional Engineer who shall supervise and shall be in-charge of the work, at any time or who shall sign the contract on behalf of the BSNL.
- f) The Bharat Sanchar Nigam Limited means, a Government of India Enterprise under Ministry of Communication & IT. All references of:
 - i) Company
 - ii) G.M. (CMTS)
 - iii) D.G.M.(CMTS)
 - iv) Divisional Engineer
 - v) Sub-Divisional Engineer
 - vi) Junior Telecom Officer
 - vii) Accounts Officer

In various clauses shall be taken to mean respectively.

2. **PERIOD OF VALIDITY**

The approved rates will remain valid for two years from the date of signing of the agreement with an option of extension for a further period of three months subject to a maximum of six months in exceptional situation where the requirement is of emergent nature with same rate, terms and conditions mentioned in clause in 24 (b) of Sec-II.

13. REFUNDS OF SECURITY DEPOSITS

- a) The Security Deposit or a part thereof or such balance thereof if any, as may remain after deduction there from in respect of any out standing bills of the contractor to the BSNL shall be paid back to the contractor after satisfactory guarantee period of one year from the date of satisfactory completion of the work and final acceptance by the BSNL or earlier at the discretion of the BSNL. The contractor shall remain liable to the BSNL in respect of any shortfall and or discharge liabilities notwithstanding return of Security Deposit or any part thereof.
- b) No interest will be payable on the Earnest Money or the Security Deposit or amounts payable to the contractor under the contract.
- c) Refund of the Security Deposit is subject to full and final settlement of the Final bill for the works contract executed under one contract.

15. **INDEMNITIES**

- The Contractor shall at all times hold the company harmless and indemnify them a) against all actions, claims and demands of every nature and description brought or procured against the BSNL, its officers, and employees and forthwith upon demand and without protest or demur to pay to the BSNL any and all losses and damages and cost (inclusive between attorney and client and all cost incurred in endorsing this or any other indemnity or security which the BSNL may now or at any time have relative to the work or the contractor's obligations or in protecting or endorsing its right in any suit or other legal proceeding, charges and expensed and liabilities resulting from or arising out of or in any way connected with or incidental to the operations caused by the contract documents. In addition the contractor shall reimburse the government or pay to the BSNL forthwith on demand without protest or demur all cost charges and expenses and losses and damages otherwise incurred by it in consequence of any claims demands and actions which may be brought against the BSNL arising out of or incidental to or in connection with the operation covered by the contract.
- b) The contractor shall at his own cost at the BSNL's request defend any suit or other providing asserting a claim covered by this indemnity, but shall not settle, compound or compromise such suit or other finding without first consulting the BSNL.

16. COMPLIANCE WITH LAWS AND REGULATIONS

During the performance of the works the Contractor shall at his own cost and initiative fully with all applicable laws of the land and with any and all applicable By-laws, Rules, comply orders and any other provisions having the force of law made or Regulations and promulgated or deemed to be made or promulgated by BSNL, BSNL's agency or company, or Authorized Body of Persons and shall provide all Municipal Board, BSNL or other regulatory certifications of compliance therewith as may be required by such applicable law, By-laws, Rules orders and or provisions. The Contractor shall assume full responsibility for the payment of all contributions and pay roll taxes, as to its employees, servants or agents engaged in the performance of the work specified in the Contract documents. If the Contractor shall require any assignee or sub-contractor to whom any portion or the work to be performed hereunder or may be assigned, sub-leased or sub-contracted to comply with the provisions of the clause and in this connection the contractor agrees as to undertake to save and hold the BSNL harmless and indemnified from and against any/all penalties, actions, suits, losses and damages, claims and demands and costs (inclusive between attorney and client) charges and expenses whatsoever arising out or occasioned, indirectly or directly, by failure of the Contractor or any assignee or subcontractor to make full and proper compliance with the said by laws, Rules, Regulations, Laws and Order and Provisions as aforesaid.

17. OPTIONAL TERMINATION BY BSNL (OTHER THAN DUE DEFAULT OF CONTRACTOR)

- a) The BSNL may, at any time, at its option cancel and terminate this contract by written notice to the contractor in which case the contractor shall be entitled to payment for the work done up to the time of such cancellation and a reasonable compensation in accordance with the contract prices for any additional expenses already incurred for balance work, exclusive of purchases and/or hire of material, machinery and other equipment for use in or in respect of he work.
- b) In the event of the termination of the contract, the contractor shall forthwith clear the site of all the contractors' materials, machinery and equipments and hand over BSNL or as the BSNL may direct.
- c) The BSNL may, at its option, cancel or omit the execution of one or more items of work under this contract, and any part of such item(s) without any compensation whatsoever to the Contractor.

18. TAXES AND DUTIES

Contractor shall pay all rates levies, fees, royalties, taxes and duties except service tax payable or arising from out of by virtue of or in connection with and/of incidental to the contract or any of the obligations of the parties in terms of the contract documents and/or in respect of the works or operations or any part thereof to be performed by the contractor and the contractor shall indemnify and keep indemnified the BSNL from and against the same or and default by the contractor in the payment thereof. Service tax will be paid extra by BSNL wherever applicable as per rate in force.

27. PRICE VARIATION

The BSNL shall not be responsible for any escalation on prices of labour or materials machinery, equipments etc. What-so-ever or any increase in duties, levies or taxes on respect there of what-so-ever and the Contractors rates and Contractors obligation shall remain unaffected by such escalation and/or increase.

28. **FORCE MAJEURE**

- a) In the event of either party being rendered unable by force measure to perform this contract, then the obligation of the party affected by such force measure shall be suspended for the whole period during which such case lasts and until normal operations are resumed and when such cause end, The execution of this Contractor must be measure with all responsible dispatch. Should the execution of this contract be suspended by force measures then a corresponding extension of the completion date shall be automatically granted. The occurrence of a cause of force measure, however, shall not relieve the government and its obligations to make payments in the Contractor for the work satisfactorily executed prior thereto. The term force measure as employed herein shall mean Act of God, war declared undeclared, hostilities, enemy actions, revolts, riots, legal lockouts, and illegal strikes, tidal waves, forest fires, major floods, explosions, earth quakes, epidemics, sabotage, extra ordinary act and regulations of central or state BSNL or municipal bodies.
- b) Upon the occurrence of such cause and its termination, the party rendered unable as aforesaid shall notify the other party in writing within 72 hours of the beginning and ending dates, giving full particulars and evidence, if required.

28. PAYMENTS

Each claim bill of contractor must accompany the following documents: -

- a) Challan of service tax deposit particulars which will show the deposit for CMTS Unit., Odisha
- b) Challan of EPF deposit of CMTS Unit., Odisha.
- c) List of name & address of labourers for whom the EPF amount has been deposited.
- d) Acquaintance sheet of labourers to whom payment of wages have been disbursed. Regarding this copy of wage register may be supplied.
- e) The contract labourers engaged by the contractor may be covered under ESI.
- f) Muster Roll of the contract labour.
- g) Attendance sheet.
- h) Monthly wage/payment sheets of the employees with PF A/C nos. of individual employee.
- Form-5 & 10, the monthly return duly submitted to RPFC (Regional PF Commissioner) authority office.
- j) Form 6(A), the annual return duly submitted to RPFC (Regional PF)
- b) Deposited ESI challan in respect of the deposits of dues of employee engaged by him in BSNL.
- 1) Work order issued by DE/SDE.
- m) A declaration from the contractors regarding compliance of the condition of EPF Act. 1952.
- n) Any claim/ lapse/failure on the part of the contractor if communicated by authorities to BSNL, the same shall be recovered from / passed on to the contractor concerned for execution.
- o) Proof of payment of the monthly wages of worker engaged by the contractor either through cheques/DD/RTGS.
- 30. Implementation of the following points related to contract labourers engaged in CMTS unit has to be ensured:-

- a. Muster roll has to be maintained by the contractors in respect of contract labourers engaged by them.
- b. The payment of contract labourers by the contractor is to be carried out as per the rate approved by the State/Central Govt. from time to time.
- c. The contract labourers engaged by the contractors may be covered under EPF & ESI scheme.
- d. The contractor will issue identity cards of engaged contract labourers.
- e. In case the person employed by the contractor commits any act of omission/Commission that amounts to misconduct/indiscipline/incompetence and security risks, the contractor will be liable to take appropriate action against such person including removal from the site of work immediately on being brought to the notice.
- f. The contractor shall ensure that any details of office, and administrative/organizational matters are not divulged or disclosed to any person by its personnel deployed in this office.
- g. The contractor shall ensure proper conduct of his personnel in office premises and enforce prohibition of consumption of alcoholic drinks, beetle, smoking, loitering without work.
- h. The contractor shall immediately provide a suitable substitute in the event of any person leaving the job due to his/her personal reasons. Delay in providing substitute beyond 3 (Three) days will attract liquidated damage @ Rs.100/-per day besides deduction in payment on prorata basis.
- i. For all intents and purposes the service provider (Contractor) shall be the "Employer" within the meaning of different Labour legislations in respect of personnel deployed in CMTS unit. The persons deployed by the contractor in CMTS shall not have claims of any master & servant relationship nor have any principle and agent relationship with or against CMTS.
- j. The contractor shall be solely responsible for the redressal of grievances/resolutions of disputes relating to persons deployed in CMTS unit. CMTS shall in no way be responsible for settlement of such issues whatsoever.
- k. CMTS shall not be responsible for any damages ,losses, claims, financial or other injury to any person deployed by the contractor in the course of their performing duties or for payment towards any compensation.
- 1. The persons deployed by the contractor shall not claim nor shall be entitled to pay perks and other facilities admissible to casual, adhoc, regular/confirmed employees of this office (CMTS) during the currency or after the expiry of contract.
- m. After termination or expiry of the contracts the persons deployed by the contractor will have no claim for any absorption nor for any relaxation for absorption in the regular/otherwise capacity in this office.
- ${\bf n}$. Payment shall be made only to the contractor and on monthly basis as per actual service.

31. TERMINATION OF CONTRACT

- a) The G.M. (CMTS), Bhubaneswar has the right to terminate the contract either partly or fully at any stage without assigning any reason by giving 10 days notice in writing to that effect and shall not be liable to pay any compensation to the contractor thereof.
- b) In the event of contractor failing to execute the contract to the satisfaction of G.M. (CMTS), Bhubaneswar / concerned DE, CMTS shall have the right (i) to reject or/and with hold payment for such quantity of work till such time the defect is rectified to the satisfaction of the G.M. (CMTS), Bhubaneswar / concerned DE, CMTS (ii) to terminate the contract as per Clause-38 (a) above.
- c) In case of death of contractor during the period of contract, G.M. CMTS, Bhubaneswar may at his opinion either immediately terminate the agreement or may require the surviving partner/legal heir of the contractor to complete the contract as per the original agreement.

32. DISPUTES AND ARBITRATION

a) All disputes arising between the contractor and the officer-in-charge out of this contract shall be referred to the sole arbitration of CGMT, Odisha Telecom Circle, Bhubaneswar.

- b) In case parties are unable to reach a settlement by themselves the dispute should be submitted for arbitration in accordance with contract agreement.
- c) There should not be a joint submission with the contractor to the sole arbitrator.
- d) Each party should submit its own claim separately and may oppose the claim put forward by the other party.
- e) The onus of establishing his claim will be left to the contractor.
- f) His claim will be firmly resisted by utilizing all the evidence available with the BSNL.
- g) Once a claim has been included in the submission by the contractor, a retraction or modification thereof will be opposed.
- h) The "Points of Defence" will be based on actual conditions of the contract.
- i) The question whether these conditions are equitable shall not receive any consideration in the preparation of Defence"
- j) Claims in the nature of extra payments shall not be entertained by the Arbitrator, as these are not contractual.
- k) If the Contractor includes such claims in his submission, the act that they are not will be prominently placed before the Arbitration.
- I) In case the amount involved is heavy, the Divisional Engineer may be within his rights to conduct the Defense by the BSNL Pleader.
- m) The award of the Sole Arbitrator shall be final and binding on the parties to the dispute.
- n) Any defect noticed during one year of completion of the work will have to be attended by the contractor without any additional cost.

33

GENERAL

- 01. The tenders shall be evaluated by a committee to be appointed by the G.M. (CMTS), Odisha Telecom Circle, Bhubaneswar.
- i) The G.M. (CMTS), Bhubaneswar 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.
- ii) If there is discrepancy between words and figures, the amount in words shall prevail. If the contractor does not accept the correction of errors, his bid shall be rejected.
- iii) A bid, determined as substantially non-responsive will be rejected by the G.M. (CMTS), Bhubaneswar and shall not subsequent to the bid opening be made responsive by the bidder by correction of the non-conformity.
- iv) The G.M. (CMTS), Bhubaneswar may waive any minor infirmity or non-conformity or irregularity in a bid, which does not constitute a material deviation, provided such waiver, does not prejudice or affect the relative ranking of the bidder.
- v) The tender shall be evaluated based on the rates quoted in financial bid on the basis of overall lowest bidder for total work. In case of more than one tenderer at the same lowest rates, the tenderer who has got more experience shall be preferred over others.
- vi) The G.M. (CMTS), Bhubaneswar shall not be responsible for any escalation in prices of labour or materials, machinery, equipment, etc. whatsoever or any increase in any duties, levies, or taxes in respect thereof whatsoever and the contractor rates and contractor's obligation shall remain unaffected by such escalation and/or increase.
- 02. The G.M. (CMTS), Bhubaneswar reserves the right to reject one or all the tenders without assigning any reason thereof.
- 03. The G.M. (CMTS), Bhubaneswar reserves the right to cancel/reject any tender if the same is found to be containing any false/fabricated document/statement. Original of all documents shall be produced, if required, at any stage of tender period.
- 04. The G.M. (CMTS), Bhubaneswar will not be responsible to provide residential accommodation to the data entry operators employed by the contractor. All arrangement in this regard will be the responsibility of the contractor.
- 05. The G.M. (CMTS), Bhubaneswar reserves the right to increase or decrease or delete the scope of the work without assigning any reasons.
- 06. Conditional and incomplete tenders are liable for rejection.
- 07. Tender without EMD will summarily be rejected.

- 08. The G.M. (CMTS), Bhubaneswar will not be responsible for any misprinting by the newspaper concerned. Tenderers are to contact the tendering authority and verify the facts in case of confusion.
- 09. Issue of tender document does not automatically mean that the tenderer is qualified for the award of the contract. These will be reviewed and examined during the evaluation of the bid.
- 10. The G.M. (CMTS), Bhubaneswar is not bound to accept the lowest tender.
- 11. The G.M. (CMTS), Bhubaneswar is not responsible for non-receipt/late receipt and loss of tender documents.
- 12. In case of any dispute arising out of the contract between the two contracting parties, the decision of the G.M. (CMTS), Bhubaneswar shall be final and binding.

34 **Performance Security**

- 34.1 The successful bidder shall be required to deposit an amount equal to 10% of the estimated cost within 2 weeks of conveying BSNL's intention for accepting the bid as Performance Security. The EMD of the successful bidder will be refunded after submission of the PBG. The PBG should be valid up to one and half years from date of issue with an option to extend the same from time to time (one year at each time).
- 34.2 Performance Security shall be submitted in the form of Bank Guarantee issued by a scheduled Bank and the Performa provided in section VIII of the bid document.
- 34.3 Performance Security will be discharged after one year from the completion of contractor's performance obligations under the contract.
- 34.4 If the contractor fails or neglects any of his obligations under the contract it shall be lawful for BSNL to forfeit either whole or any part of performance security furnished by the bidder as compensation for any loss resulting from such failure.

SECTION -IV

JOB DESCRIPTION

(I) The Data Entry Work of CMTS unit INVOLVES THE FOLLOWING CATEGORIES OF WORKS:

A. Various data entry job in various section of office of GM(CMTS).

There are 7 different sections in O/o GM(CMTS), IDCO tower,7th floor, Bhubaneswar. These are Engineering .TRA, Estimate, N/W planning, Network maintenance, Staff Section, Commercial, accounts sections. The types of works in various sections are as follows: -

- I) **Engineering sections**: Typing of various letters etc.
- II) **TRA Section**: ECS payment noting, outstanding verification of mobile nos. issue of duplicate bills, entry of adjustment/Cancellation of bills, preparation of list of disconnection of landline & mobile nos., entry of cheque bounce cases of reversal payment. Uploading of bill register in website., sending the bill register in website, preparation of ECS data to RBI, finalization of closed mobile A/C, typing of letter etc.
- III) **Estimate Section**: -Typing of letters, assisting in editing the estimates.
- IV) Commercial Sections: -Uploading of commercial related data in website, sending of commercial data to SSA through e-mail, typing of commercial related letters, register entry etc.
- V) Staff sections:- Typing of letters, assisting in preparation of various statements etc.
- VI) Accounts section: Typing of letters, assisting in preparation of various statements etc.
- VII) O & M section: Typing of letters, assisting in preparation of various statements etc.

B. Data Entry Work in MSC/BSC & office of AGM(post paid) at Telephone Bhawan of CMTS unit Odisha.

The bidder has to depute data entry personnel to perform the data entry job in the O/o GM.(CMTS), & MSC at Chandrasekharpur,Bhubaneswar. The contractor will have to depute his work force to carry out the work at Office of AGM(PM-Post Paid), Telephone Bhawan,Bhubaneswar. The quantum of data entry job at BTS,BSC.BSC,MSC may increase or decrease during the period of contract. The data entry job involves sending technical data to SSA through e-mail, data entry in CCN node, typing of letter etc. at MSC, BSCs.

- (C) The contractor has to depute his personnel for customer help Desk at Telephone Bhawan,Bhubaneswar.
- (D) The contractor will have to depute personnel for carrying out data entry job on daily basis. The concerned officers will have to supply the PCs, terminals, Printers, & other records to be used for data entry job purpose. The quantum of work is Tentative and may change during the period of contract. The quantum of work has been described in **section-XV**.
- (E)Penalty will be imposed as decided by the authority for any deficiency in service. The quantum of work is Tentative and may increase/decrease during the period of contract.
- (F) The data entry operator should also assist the JTO/SDE/DE /DGM(NSS) in MSC, They will assist GM(CMTS),DGM(CMTS),DGM(NWP),DGM(R/F),DGM(F),CAO(TRA),AO(TR),SDE,JTO in carrying out of various computer related jobs & any other works assigned by them in O/o GM(CMTS).

SECTION-V

BID FORM

Tender No. No.Eng-233/CMTS/12-13 Dated. 04.07.12 To The General Manager. (CMTS) Odisha Telecom Circle, BSNL, Bhubaneswar. Dear Sir, 1. Having examined the conditions of contract and specifications including addenda Nos. the receipt of which is hereby duly acknowledged, we, undersigned, offer to execute the work of DATA ENTRY JOB IN CMTS UNIT OF ODISHA in conformity with the said drawings, conditions of contract and specifications for the sum shown in the schedule of prices attached herewith and made part of this bid. 2. If our Bid is accepted, we will obtain the guarantee of a Scheduled Bank for a sum not exceeding 10% of the estimated cost for the due performance of the Contract. 3. We agree to abide by this Bid for a period of 150 days from the date fixed for Bid opening and it shall remain binding upon us and may be accepted at any time before the expiry of that period. Until a formal Work Order of Contract is prepared and executed, this Bid together with your 4. written acceptance thereof in your notification of award shall constitute a binding contract 5. Bid submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement. 6. We understand that you are not bound to accept the lowest or any bid, you may receive. Dated this......Day of......2012 Signature of Authorized Signatory..... In Capacity of Duly authorized to sign the bid for and on behalf of.....

Witness:

<u>SECTION-VI</u> Techno-Commercial Bid

	<u>Techno-Commercial Bid</u>						
SI.N o.	Details of Documents to be submitted	Submitted/Not submitted					
01	Self attested Xerox copy of Annual Turnover certificate from a registered Chartered Accountant firm for the last two financial years.						
02	Self attested Xerox copies of valid registration Certificate of the firm/agency.						
03	Self attested Xerox copy of PAN card of the firm/individual.						
04	Self attested Xerox copy of Income Tax return with proof of acknowledgement for financial year 2010-11						
05	Self attested Xerox copy of Valid labour license from Central Labour Commission under contract Labour Act 1970 (R &A)						
06	Self attested Xerox copy of valid EPF Registration certificate with proof of up-to-date payment particulars along with EPF annual return of last financial year (11-12) annual return including Form 3-A & 6-A.						
07	Self attested Xerox copy of valid ESI registration certificate with proof of up to date payment.						
08	Self attested Xerox copy of Valid Service tax registration certificate with proof of up to date payment returns for financial year 2011-12.						
09	Self attested Xerox copy of list of clients where the bidder has under taken data entry job contract work in BSNL/MTNL/Central Govt. or any other Central PSU. Work order for those jobs should be submitted.						
10	Self attested Xerox copy of experience certificate of minimum 6.5 lakhs in BSNL/MTNL/central PSU/Central Govt. for carrying out data entry Job to the tune of minimum Rs. 3.0 Lakhs per annum for last two financial years (10-11,11-12). Experience certificate in this regard is to be issued by an officer not below the rank of Deputy General Manager or equivalent. Experience certificate issued by any TDE/EE duly countersigned by an officer not below the rank of DGM will only be considered.						
11	The bidder should have receipt of Cost of Tender Paper worth Rs.525.00 & EMD as per NIT in favour of Accounts Officer (Cash), O/o. G.M. (CMTS), Bhubaneswar in shape of DD / BC in case if downloaded the tender document the cost of tender paper						
12	The bidder should submit a self-attested copy of undertaking to the effect that none of their relatives are working in BSNL as per the format in Section-X.						
13	Self attested Xerox copy of authenticated partnership deed, in case of partnership firm and power of attorney, if any, to the representative of the firm to operate the tender.						
14	Self attested xerox copy of "Power of Attorney" attested by the Notary in case of person other than the tenderer has signed the tender document.						
15	Tender document should be signed by the bidder on all pages with date and seal (rubber stamp).						
16	Tenderers Profile (Section-XI).						
17	Financial Bid (Section-XIV).						
18	Bid Form (Section-V)						
19	Undertaking & Declaration (Section-VII)						
20	Declaration Regarding Blacklisting (Section-XIII)						

SECTION-VII

UNDERTAKING & DECLARATION

The tenderer hereby covenants and declares that all the information, Documents, Xerox copies of the Documents/ Certificates enclosed along with the Tender document are correct and genuine and if any thing found false and/or incorrect and/or any suppression of fact is detected at any time, tender will be terminated and EMD/SD/Bills pending with company will stand forfeited to BSNL and the contractor will be debarred from participation of any tender of this company in future.

Certified that I/We read and agree with all the terms and conditions, specifications included in the tender documents & offer to execute the work at the rates quoted in the schedule. If I/We fail to enter into the agreement & commence the work in time the EMD/SD as deposited will stand forfeited to the BSNL.

Signature of the Bidder

SECTION-VIII

PERFORMANCE SECURITY GUARANTEE (BOND FORM)

In consideration of the CMD, Bharat Sanchar Nigam Ltd having agreed to exempt
binding on the bank. However, our liability under this guarantee shall be restricted to an amount not exceeding
the fullest liberty without our consent and without affecting in any manner our obligations hereunder to very any of the terms and conditions of the said Agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the BSNL against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act or omission on the part of the BSNL or any indulgence by the BSNL to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us. 6. This guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s) / supplier(s). 7. We (Name of the Bank) Lastly undertake not to revoke this guarantee during its currency except with the previous consent of the BSNL in writing.
Dated the Date
For

SECTION-IX

LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

Subject:	tender of	Bid opening on(Date) in the
	erson is hereby authorized to att f	rend the bid opening for the tender mentioned above
	<u>Name</u>	Specimen Signature
Alternate Re	epresentative	
		Signature of Bidder Or Officer authorized to sign the Bid Document on behalf of the Bidder.
Note: 1.	Maximum of one representati	ive will be permitted to attend the Bid opening

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

SECTION-X

PROFORMA FOR NO NEAR RELATIVES CERTIFICATE IN BSNL

Is/o	
resident of	Certify that
none of my near relatives as defined below is/are employed any where in BSNL as pe	er details given
in tender document. In case at any stage, it is found that the information g	iven by me is
false/incorrect, BSNL shall cancel the offer & EMD/Security deposit will be forfeited	d at any stage
whenever noticed. The BSNL will not pay any damages to the company or firm	or person. The
company or firm or the person will also be debarred for further participation in the co	oncerned unit.

Signature of tenderer with date & seal

N.B.:- The tenderer(s) should give a certificate to the effect that none of his/her such relative is working in the units of BSNL as defined below. In case of proprietorship firm the certificate will be given by the proprietor, for partnership firm certificate will be given by all the partners and in case of Limited company by all Directors of the Company. Any breach of these conditions by the company or firm or any other person, the tender/work will be cancelled and earnest money/security deposit will be forfeited at any stage whenever it is noticed. The BSNL will not pay any damages to the company or firm or concerned person.

Definition of near relatives: The near relatives of all BSNL employees means {Non-executive employees working in BSNL, & executive employees (also called Group-A & Group-B officers) working in BSNL, either directly recruited or on deputation are prohibited from participation in this tender. The near relatives for this purpose are defined as:

- (a) Members of a Hindu Undivided Family,
- (b) They are husband and wife,
- (c) The one is related to the other in the manner as father, mother son(s), son's wife(daughter-in-law), Daughter(s) & daughter's husband (son-in-law), brother(s) & brother's wife, sister(s) & sister 's husband (brother-in-law).

<u>SECTION-XI</u> TENDERER' S PROFILE

Passport size Photograph of the Tenderer / authorized Signatory

1	Name of the tenderer /firm	Signatory	
1. 2.	Name of the person submitting the tender whose photograph is affixed Shri / Smt		
	(In case of proprietary /Partnership firms, the tender has to be signed by ponly, as the case may be)		ər
3. 4. 5. 6.	Address of the firm		
7. 8. 9. 10.	Name of Proprietor/ Partner / Directors Contractor's Certificate details: a) Number b) Issuing Authority c) Issued on d) Valid up to Tenderer's bank, its address and his current account number Permanent Income tax number, Income tax circle (Please attach a copy of last income tax return)		
11.	Infrastructural Capabilities a) Capacity of output		
12.	Details of Technical & Supervisory staff:		
I / We Place: Date:	hereby declare that the information furnished above is true and correct.		
	Signature of Tenderer along w	vith date & Seal	

CECTION VII

		4	<u>SECTION-XII</u> AGREEMEN	IT		
	AGREEMENT n	nade on this			General Manag	≥r (CMTS)
RSNI (m Circle, Bhubanes				
		or repugnant to the c				
		rs, executors, success				iicii ieiiiis
SHOII II I				,	•	issued by
C M 10		response to the Ter				
		disha Telecom Circle	e, Bhubaneswar	ana	nas been	aeciarea
	sful tenderer fo					
		s desirous of getting				
		ludes				
		act with the BSNL for				
under	the CONDITION	NS OF CONTRACT in	accordance w	ith the instructio	n , at the rates n	nentioned
in the A	ANNEXURE-I.					
	Now this agre	eement witnessed a	nd it is hereby	agreed and de	eclared and bet	ween the
parties	as follows:					
1.	That the contr	ract shall remain vali	d for a period o	f two years fror	n the date of ag	reement.
2.	That the ten	der document cor	ntaining instruc	tion to tendere	er AND COND	ITION OF
	CONTRACT ar	nnexed hereto and	such other add	ditional particula	ars, instruction a	s may be
		e to be given during				
		e expression "contra				
3.		deration of the payr				
		him the contractor				
		cute and complete				
	•	hings in the contract		•		
		ne reasonably neces				
		ne manner and subj				
	the contract.			s and condition		illonea in
4.		Joration of the due	provisions ovos	utions and oon	anlation of the s	aid works
4.		deration of the due				
		eby agree with the c				
		or and such other sun	n(s) as may bed	come payable to	o the contractor	under the
_	provisions of c					
5.		ordance with the p				
		deposit of Security		MD amount as	detailed herein	tor DAIA
		CMTS UNIT OF ODISH		=		
	NA	AME OF WORK		EMD DETAILS	P.S.D.DETAILS	
DATA E	ENTRY JOB IN (CMTS UNIT OF ODISH	A			
SIGNED	0 & DELIVERED	ON		SIGN	IED & DELIVERED	
	OF CONTRACT				BEHALF OF BSNL	
DLI I/ (LI	OI COMMIC	IOK		011	DEIT/(EI OI DSIAE	
4 D D D E		CTOD				
ADDRE	ESS OF CONTRA	<u>ictor</u>				
PRESEN	JT		PERMANENT			
I INEVEL	3.1		: I LINIVIV NINLINI			
IN PRES	SENCE OF					
	<u>—</u>					
1.	SIGNATURE	:	2.	SIGNATURE	:	
	NAME	:		NAME	:	

ADDRESS

ADDRESS

SECTION-XIII

DECLARATION REGARDING BLACKLISTING / DEBARRING FROM TAKING PART IN GOVERNMENT TENDER BY DOT / MTNL / GOVT. DEPT. / PSU

(To Be Executed On non-judicial stamp paper Of Rs. 20/- by the tenderer)

I/We:- Proprietor/		Partner/		Director(s)		of	M/s
Hereby	declare	that	the	firm/	company	namely	M/s
	Has not bee nt / Semi gover			•	•	•	ther
will be reje	case the above cted / cancelle ong with any su	ed by the G	Seneral Ma	nager (CMTS)	•		
Place				Signature Seal of the	e firm		
Date				' '	in which is sign dress of the firn		

SECTION-XIV FINANCIAL BID

(RATE SHEET)

(To be submitted duly filled in by the bidder)

S/N	Description of work	Approximate no. of	Approximate no of record in	Quoted rate per record		
		characters per record	a month	In figure	In words	
1	ECS Payment noting	50	8000			
2	Outstanding Verification of Mobile nos.	15	14000			
3	Issue of Duplicate Bill	20	50			
4	Entry of adjustment /Cancellation of bills	30	70000			
5	Accounts finalization of closed mobile numbers	30	2500			
6	Preparation of disconnection list of mobile & landline nos.	20	1100			
7	Entry of Cheque bounce cases of reversal payment	50	600			
8	Uploading of Bill register in website	10	15000			
9	Sending the bill register to SSA through e- mail	15	9000			
10	Preparation of ECS data to RBI	70	8000			
11	Typing of letters in commercial, TRA, Accounts section, MSC,O/o AGM(PM-Post Paid)	520	10000			
12	Up loading of commercial related data in web site.	10	6000			
13	Sending of commercial data to SSA through e-mail.	15	9000			
14	Register Entry	100	37500			
15	Data entry in CCN	60	50000			
16	Sending of Technical information to SSA through e-mail.	20	5000			
17	Verification of activation of Prepaid subscribers in CCN	25	36200			
18	Asset & WIP entry	50	10000			
19	Journal voucher entry	35	8000			
20	Tax related data entry & preparation of TDS certificate	50	10000			
21	Operation &collection of bank book for preparation of trial balance entry	200	4000			
22	Unlink item of bank reconciliation entry	100	3000			
23	Data entry in CCN node & VPN subscriber creation	60	9000			
24	Data entry in CCN to attend C-Top UP related complain & query	30	8000			
25	Checking in billing ,MINSAT & MNP related number	100	7000			
26	Data entry	100	6000			
27	Sending of technical data to other MSC all over India through e-mail	15	6000			

UNDERTAKING

 we have read the terms and condition of the Tender documents, fully interpreted and a 	ccepted in total	o tne
terms and conditions of the Tender and I/We, have made my/our offer keeping in view	of those terms	and
conditions.		
Place:-		

1 1000.	
Date :	Signature of Tenderer
NB:	
1).	Service tax will be paid extra by BSNL wherever applicable as per the rate in force.

Signature of	f conti	acto
	Signature of	Signature of contr

Date: Name:

Section-XV Scope of Work.

(A) List of various offices of CMTS unit for execution of data entry job

	TRA SECTION			
	Description of Item	Unit record	Monthly records to be carried out in a month (Approx.)	
1	ECS Payment noting	Voucher	8000	
2	Outstanding Verification of Mobile nos.	Mobile No.	14000	
3	Issue of Duplicate Bill	Mobile No.	50	
4	Entry of adjustment /Cancellation of bills	Mobile No.	70000	
5	Issue of itemized bill	Mobile No.	2500	
6	Preparation/disconnection list of mobile & landline nos.	Mobile No.	1100	
7	Entry of Cheque bounce cases of reversal payment	Voucher	600	
8	Uploading of Bill register in website	File	15000	
9	Sending the bill register to SSA through e- mail	File	9000	
10	Preparation of ECS data to RBI	Mobile No.	8000	
11	Typing of letters	Letter	3000	
	Total		131250	
(COMMERCIAL SECTION			
1	Up loading of commercial related data in web site.	Per file	6000	
2	Sending of commercial data to SSA through e-mail.	File	9000	
3	Typing of commercial related letters.	Per letter	120	
4	Register Entry	Per entry	27000	
5	Data entry in CCN	Per record	50000	
6	Sending of Technical informn. to SSA through e-mail.	Per record	5000	
7	Verification of activation of Prepaid subscribers in CCN	Per no.	36200	
	Total		133320	
1	ACCOUNTS SECTION			
1	Asset & WIP entry	Per record	10000	
2	Journal voucher entry	Per letter	8000	
3	Register entry	Per record	6500	
4	Tax related data entry & preparation of TDS certificate	Per record	10000	
5	Operation &collection of bank book for preparation of trial balance entry	Per record	4000	
6	Unlink item of bank reconciliation entry	Per record	3000	
	Total		41500	

Cond..... from pre page

	1	1	
	DE(NSS),CSPur		
1	Typing of commercial & technical letter	Per file	200
2	Register Entry	Per entry	3000
3	Data entry	Per record	6000
4	Sending of technical data to other MSC all over India through e-mail	Per file	6000
	Total		15200
	AGM(PM-Postpaid)		
1	Sending of commercial & Technical data to Kolkatta billing server, other MSC all over India and to different SSA through e-mail	Per file	7500
2	Typing of commercial & technical letter	Per letter	100
3	Register Entry	Per entry	5000
4	Data entry in CCN node & VPN subscriber creation	Per record	23000
5	Data entry in CCN to attend C-Top UP related complain & query	Per record	9500
6	Checking in billing ,MINSAT & MNP related number	Per record	7000
	Total		45100