

Technical Bid Documents

Tender for Data Entry Job under Balasore SSA

Tender no. IT-01/13-14/05 dated at BLS the 04-01-2014

O/o the General Manager Telecom District, Balasore -756001.

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NOTICE INVITING TENDER

Sealed Tenders in prescribed form are invited by General Manager, Telecom District, BSNL, Balasore on behalf of CMD BSNL from experienced Contractors for Data Entry job in computer system for different zones in Balasore SSA. The Tender document can be obtained from the SDE (IT), Office of the General Manager Telecom District, Balasore, PO/Dist-Balasore-756001, on production of demand Draft/banker's cheque/pay order of Rs.525/-(Five hundred twentyfive) only including 5% Sales Tax drawn on any scheduled bank stationed at Balasore in favour of A.O. (Cash), BSNL, O/o GMTD. Balasore on any working day between 11:00 Hrs to 13:30 Hrs from paper 09-01-2014 to 28-01-2014 or Tender can be downloaded from http://www.orissa.bsnl.co.in/tender.php (Balasore page) & a demand draft/banker's cheque / pay order of Rs.525/- in favour of A.O. (Cash), BSNL O/o the GMTD, Balasore should be submitted along with the tender in an envelop super scribed as the cost towards the tender paper. Such bids without the cost of tender paper will be rejected straight forth.

Details of work :- Data Entry Job for different Zones of Balasore SSA

Zone No.	Details of areas as under	Approximate estimated cost	EMD
Z1	Accounts , AO CMTS , TRA & Computer Billing Section in o/o GMTD , BSNL , Balasore	Rs. 9,00,000/-	Rs.18,000/-
Z2	All Field unit offices under SSA Balasore & O/o the GMTD, Balasore .(Excluding Accounts, TRA, Computer Billing Section & CM section)	Rs. 11,00,000/-	Rs.22,000/-
Z3	Consumer Mobility(CM) SECTION	Rs. 7,00,000/-	Rs. 14,000/-

Non-interest bearing Earnest Money for the different zones in the form of Bank Draft/Banker's cheque from any Scheduled Bank stationed at Balasore drawn in favour of the A.O.(Cash), BSNL, O/o GMTD, Balasore must be attached along with the Tender offer.

Tender to be deposited in the tender Box kept	AGM (HR & ADMN), O/o GMTD, Balasore AT : Room No
with	202 , Door Sanchar Bhawan , FM Golai , Balasore – 756001
Tender will be received up to	13:00 hrs of 29-01-2014
Time & date of opening of the tender	16:00 hrs of 29-01-2014
Venue of opening of Tender	Conference Hall, O/o GMTD, Balasore.

A. Eligibility criterion for the above works:

- i) One bidder can apply for a maximum of one zone only. The participation of a bidder in this tender will be treated as cancelled if the same bidder applies for more than one zone.
- ii) The bidder should have a valid Labour Licence from Central labour commissioner under the Contract Labour (R & A) Act 1970 and the Contract Labour (Regulation and Abolition) Central Rules 1971. A copy should be produced. If the bidder do not have a valid labour license, An Undertaking to the effect that the labour license from Central Labour Commission under Contract Labour (R & A) Act 1970 and the Contract Labour

(Regulation and Abolition) Central Rules 1971 for the number of data entry operators to be employed for execution of work order issued will be submitted before commencement of work. In such case where the bidder fails to submit the labour license within the stipulated period as mentioned above , then it's bid will be cancelled or rejected .

- iii) The bidder should have experience in BSNL/MTNL/Any other PSU/Central Government in executing data entry work/job contract work/ U/G cable work / OFC work. He should have completed such work to the tune of Rs 2,00,000/- (Rs Two Lakhs) taken together during last two financial years 2011-2012 & 2012-2013. The experience certificate issued by an officer not below the rank of JAG level or DGM equivalent shall only be considered.
- iv) The bidder should have valid PAN card.
- v) The bidder should have valid EPF registration certificate.
- vi) The bidder should have valid ESI registration certificate.
- vii) The bidder should have valid service tax registration certificate.
- viii) The bidder should have bank solvency certificate worth Rs.3,60,000/- (Rupees Three Lakhs Sixty Thousands) for Zone Z1, Rs.4,40,000/- (Rupees Four Lakhs Forty Thousands) for Zone Z2 & Rs.2,80,000/- (Rupees Two Lakhs Eighty Thousands) for Zone Z3 to be submitted in original. The date of issue of solvency certificate should not be older than the date of notification of tender.

B. Period of Contract:

The contract will remain valid for a period of one year from the date of signing of agreement. However the GMTD, Balasore reserves the right either to reduce or extend the contract period for another six months in the interest of service and administrative grounds. This can further be extended upto six months on mutually agreed terms.

If holiday or bandh is declared for some reason on the date of opening of tender then tender will be opened on the next working day.

Sd/-AGM (HR & ADMN) BSNL, O/o GMTD, Balasore.

SECTION - II BID FORM

Tender No.IT-01/13-14/05

Dated at Balasore the 04-01-2014

To

The General Manager Telecom District , BSNL, Balasore

Dear Sir,

- 1. Having examined the conditions of contract and specifications, the receipt of which is hereby duly acknowledged, we, undersigned, offer to execute DATA ENTRY JOB for the Zone Z1 / Z2 / Z3 and in conformity with the said conditions of contract and specifications for the works shown in the schedule of prices attached herewith and made part of this Bid.
- 2. We undertake, if our Bid is accepted the data entry work shall commence immediately on placement of work order and in accordance with specifications, time limits & terms and conditions stipulated in the tender document
- 3. If our Bid is accepted, we will obtain the guarantees of a scheduled Bank for a sum not exceeding 10% of the contract sum for the due performance of the contract for a period of 18 months.
- 4. We agree to abide by this Bid for a period of **180 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.
- 5. Until a formal Agreement 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.
- 6. Bid submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.
- 7. We understand that you are not bound to accept the lowest or any bid, you may receive.

Dated this day of
Signature of Authorised Signatory
Name
In the capacity of
Duly authorized to sign the bid for and on behalf of
Witness
Address
Signature

		SECTION TENDERER'S		Passport size photograph of the tenderer / authorised signature holding
SI	Item		Details	l power of attornev
1	Name of the individual tenderer			with signature on the front side of Photograph overlapping the
2	Name of the person submitting photograph is affixed (In case of Proprietary / Partners has to be signed by Proprietor /	hip firms, the tender		form '
	case may be)	,		
3	a. Permanent Address of the tende	erer		
	b. Present Address of the tendered	r		
4	a. Tel. Nos. with STD code		Office : Fax : Residence : Mob No :	
	b. Email id	1		
5	Registration & incorporation particul 1. Proprietory 2. Par 3. Private Limited 4. Pub (Please attach attested copies registration / incorporation of competent authority as required by	rtnership blic limited of documents of your firm with the		
6	Name of Proprietor /Partners / Dire	ectors*		
7	Tenderer's bank, its address and number	his current account		
8	Permanent Income Tax number, Inco	ome Tax Circle		
9	Brief description of the work car years - 2011-12 and 2012-13 *	ried out in last two		
10	If the firm registered with any ager If so furnish the details of registra	•		
11	Has the firm been blacklisted/bard by any Organization? If so, attack	, , ,		
12	Is the bidder aware of all the applic provisions/laws/rules relating to con and Guidelines of the tender ? (Writ	itract labour , wages		
13	EPF Registration Number ESI registration Number Service tax Registration Number			
Not	Labour Registration Number e * (In case the space is insufficient 1, Shri/Smt above is true and correct.		hereby decla	re that the information furnished
Plac	e:	Signat	ure of tenderer /Authoris	sed signatory
Dat	e:		& Seal of the tenderer	
		- 6 -	-	

SECTION-IV

INSTRUCTIONS TO BIDDERS

A. INTRODUCTION

1. **DEFINITIONS**:

- (a) "The BSNL" means the General Manager, Telecom District, BALASORE on behalf of the Bharat Sanchar Nigam Limited.
- (b) "The Bidder" means the individual or firm who participates in this tender and submits his/its bid.
- (c) "The Contractor" means the individual or firm who has been awarded the contract for undertaking the job, after been selected in the tendering process.
- (d) "Letter of Intent (LOI)" means the intention of BSNL to place order of contract on the selected bidder.
- (e) "The Award of Contract" means the order place by the BSNL on the Contractor signed by the BSNL including all attachments and appendices there to and all documents incorporated by reference therein.
- (f) "The Contract Price" means the charges for undertaking the job in full and proper performance of its contractual obligations.

2. ELIGIBLE BIDDERS.

- i) One bidder can apply for a maximum of one zone only. The participation of a bidder in this tender will be treated as cancelled if the same bidder applies for more than one zone.
- i) The bidder should have a valid Labour Licence from Central labour commissioner under the Contract Labour (R & A) Act 1970 and the Contract Labour (Regulation and Abolition) Central Rules 1971. A copy should be produced. If the bidder do not have a valid labour license, An Undertaking to the effect that the labour license from Central Labour Commission under Contract Labour (R & A) Act 1970 and the Contract Labour (Regulation and Abolition) Central Rules 1971 for the number of data entry operators to be employed for execution of work order issued will be submitted before commencement of work. In such case where the bidder fails to submit the labour license within the stipulated period as mentioned above, then its bid will be cancelled or rejected.
- iii) The bidder should have experience in BSNL/MTNL/Any other PSU/Central Government in executing data entry work/job contract work/ U/G cable work / OFC work. He should have completed such work to the tune of Rs 2,00,000/- (Rs Two Lakhs) taken together during last two financial years 2011-2012 & 2012-2013. The experience certificate issued by an officer not below the rank of JAG level or DGM equivalent shall only be considered.
- iv) The bidder should have valid PAN card.
- v) The bidder should have valid EPF registration certificate.
- vi) The bidder should have valid ESI registration certificate.
- vii) The bidder should have valid service tax registration certificate.
- viii) The bidder should have bank solvency certificate worth Rs.3,60,000/- (Rupees Three Lakhs Sixty Thousands) for Zone Z1, Rs.4,40,000/- (Rupees Four Lakhs Forty Thousands) for Zone Z2 & Rs.2,80,000/- (Rupees Two Lakhs Eighty Thousands) for Zone Z3 to be submitted in original. The date of issue of solvency certificate should not be older than the date of notification of tender.

COST OF BIDDING

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

B. THE BID DOCUMENT

4. Bid Documents include:

4.1 Technical Bid Document

Technical bid document includes Section-I : Tender Notice Section-II : Bid form

Section-II : Bid form

Section-III : Tenderer's Profile Section-IV : Instruction to Bidders

Section-V : General & Commercial Terms & Condition

Section-VI : ANNEXURE I,II,III,IV&V

4.2 Financial Bid Document

Section VII : Price Schedule (for Zone Z1, Zone Z2 & Zone Z3 as per NIT)

The Bidder is expected to examine all instruction, 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 Department in writing or by FAX at the Department's mailing address indicated in the Invitation for Bids. The Department shall respond in writing to any request for clarification of the Bid Documents, which it receives not later than 10 (Ten) days prior to the date for the submission of bids. Copies of the query (without identifying the source) and clarifications by the Department shall be sent to all the prospective bidders who have received the bid documents.

6. AMENDMENT OF BID DOCUMENTS

- 6.1 At any time, prior to the date for submission of bids, the Department 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.
- Any amendments to the bid document or changes in specification will be uploaded in our website www.orissa.bsnl.co.in/tender.php 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 (prior to seven days of opening of technical bid) in the website regularly in their own interest.

C. PREPARATION OF BIDS

7 DOCUMENTS COMPRISING THE BID

The tender of the bidder shall comprise the following components:

- 7.1 Documentary evidence established in accordance with **Clause 2 and 10** that the bidder is eligible to bid and is qualified to perform the contract if his bid is accepted.
- 7.2 Bid Security (i.e. EMD) furnished in accordance with Clause 11.
- 7.3 Technical Bid Document completed in all respect & signed.
- 7.4 Financial Bid Document having price schedule for the applied Zone (i.e. Zone Z1 or Z2 or Z3) completed in accordance with Clause 9.
- 7.5 As per the requirement of the tender condition, if any documents/paper/certificate submitted by the bidder is found to be false/fabricated/tampered /manipulated at any stage during bid evaluation or after award of contract, then the bid security (EMD/PBG) of the bidder would be forfeited and the bidder would be disqualified from the tender. Action would be taken for banning of business dealing with the defaulting firm. In case contract has already been awarded to the bidder, then PBG would be forfeited and the contract would be rescinded/ annulled and BSNL would be at liberty to procure the services from any other source at the risk and cost of the defaulting bidder. Action would also be taken for banning business dealing with the defaulting firm by blacklisting or barring it from participating in future tenders. An undertaking to this effect should be submitted by the bidder as per format at **Annexure-VIII Section VI**.

8 BID FORM

The bidder shall complete the technical Bid Form and the appropriate Price schedule for the applied Zone (i.e. Zone Z1 or Z2 or Z3) furnished in the Financial Bid document. All pages of tender documents are to be signed in token of accepting all term and condition of the NIT otherwise the tender will be treated as incomplete and rejected.

9. BID PRICES

- 9.1. Price indicated on the Price Schedule for the applied Zone (i.e. Zone Z1 or Z2 or Z3) shall be entered in the following manner.
- 9.2. The bidder is required to quote only rate i.e., rate for entry of all details of one record in the Computer, as the case may be. The document rates for the various documents given in **Section VII** shall be worked out on the basis of average character punching required to be input for each document. If a tenderer quoted no rate for one or more items, the tender will be rejected straightway. The rate to be quoted must be inclusive of all levies, taxes excluding Service Tax.
- 9.3. 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 will be treated as non-responsive and rejected.

10. <u>TECHNICAL BID OR QUALIFYING BID</u> I.E. DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS

The bidder shall furnish, as part of his bid documents establishing the bidder's eligibility, the following valid documents:

- a) Bid Security in accordance to clause no. 11 of section IV
- b) Bid Form, duly filled in, as per section II.
- c) Tenderer's profile duly filled in, as per section III of the tender document.

- d) Technical Bid document, in original, duly filled in and signed by tenderer or his authorized representative along with seal on each page. All corrections and overwriting must be initialed with date by the tenderer or his authorized representative.
- e) The bidder should have a valid Labour License from Central labour commissioner under the Contract Labour (R & A) Act 1970 and the Contract Labour (Regulation and Abolition) Central Rules 1971. A copy should be produced. If the bidder do not have a valid labour license, An Undertaking to the effect that the labour license from Central Labour Commission under Contract Labour (R & A) Act 1970 and the Contract Labour (Regulation and Abolition) Central Rules 1971 for the number of data entry operators to be employed for execution of work order issued will be submitted before commencement of work. In such case where the bidder fails to submit the labour license within the stipulated period as mentioned above, then it's bid will be cancelled or rejected.
- f) Original "Power of Attorney" in case person other than the Tenderer has signed the Tender documents.
- g) Experience certificate as required under clause no. 2 (iii) Section IV of the Bid document in the format as per Annexure-III Section VI (Self attested Xerox Copy).
- h) Certificate for non-participation of near relatives of BSNL employee in the format as per **Annexure**IV under Section VI
- i) Integrity pact duly filled and signed in as per Annexure VI Section VI.
- j) Undertaking for submission of labour license vide Annexure VII & undertaking regarding genuineness of document/information submitted vide Annexure VIII under SECTION VI duly filled and signed.
- k) Valid ESI registration certificate . (Self attested Xerox Copy).
- 1) Valid PAN card (Self attested Xerox Copy).
- m) Valid EPF registration certificate (Self attested Xerox Copy)
- n) Service tax registration certificate (Self attested Xerox Copy).
- o) The bidder should have bank solvency certificate worth Rs.3,60,000/- (Rupees Three Lakhs Sixty Thousands) for Zone Z1, Rs.4,40,000/- (Rupees Four Lakhs Forty Thousands) for Zone Z2 & Rs.2,80,000/- (Rupees Two Lakhs Eighty Thousands) for Zone Z3 to be submitted in original. The date of issue of solvency certificate should not be older than the date of notification of tender.

11. BID SECURITY (EMD)

- 11.1 The bidder shall furnish, as part of his bid, a bid security (EMD) for an amount as mentioned in the NIT for different Zones.
- 11.2 The bid security is required to protect the service against the risk of bidder's conduct, which would warrant the security's forfeiture.
- 11.3 The bid security in the form of Bank Draft/Bankers Cheque for an amount as mentioned in the NIT from any Scheduled Bank drawn in favour of Accounts Officer (Cash), BSNL, O/o GMTD, Balasore must be attached with the BID. The EMD will not carry any interest.
- 11.4 A BID NOT SECURED IN ACCORADANCE WITH PARA 11.1 AND 11.3 SHALL BE REJECTED BY THE DEPARTMENT AS NON-RESPONSIVE.
- 11.5 The bid security of the unsuccessful bidder will be returned as promptly as possible but not later 30 days after the expiry of the period of bid validity prescribed by the Department .
- 11.6 The EMD of successful bidder will be retained as S.D. till the completion of tender period. The SD will not earn any interest.
- 11.7 The bid security may be forfeited:
 - 11.7.1 If a bidder withdraws his bid during the period of bid validity specified in the bid document or

- 11.7.2 If the bidder makes any modifications in the terms and conditions of the tender before acceptance of the tender, which are not acceptable to the Department or
- 11.7.3 In case of a successful bidder, if the bidder fails:
 - (i) to sign the agreement,
 - (ii) to furnish the performance Security
 - (iii) unsatisfactory Service.

12. FORMAT AND SIGNING OF BID

- 12.1 The bidder shall prepare one copy of bid in the prescribed form with section given in the tender document.
- 12.2 The Bids shall be signed by the bidder or a person or persons duly authorized to bind the bidder to the contract. The bid price should be written both in words and figures. The letter of authorization shall be indicated by written power of attorney accompanying the bid. The bids submitted shall be sealed properly with WAX or PVC Tape.
- 12.3 The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the bidder in which case such corrections shall be signed by the person or persons signing the bid.

D. SUBMISSION OF BIDS

13 METHOD OF PREPARATION OF BIDS

13.1 The bid should be submitted in 4 nos (Four) of envelopes. These envelope should contain the following:

	Envelope	To Be Marked on the Cover	Contents
a.	First	Cost Towards Tender Paper	Containing cost of tender paper as specified in the NIT. (Only to be submitted in case of tender paper downloaded from www.orissa.bsnl.co.in/tender.php not purchased from BSNL Office directly)
b.	Second	Bid Security	Containing Bid Security as per Clause No:-11.
c.	Third	Technical Bid	Containing documents as per Clause No:-10.
d	Fourth	Financial Bid	Rate quoted as per Schedule of rate Section-VII .

On all the envelopes the name of the firm & whether "COST TOWARDS TENDER PAPER "or "BID SECURITY" or "TECHNICAL BID" or "FINANCIALBID" must be clearly mentioned & should be properly sealed(i.e. Wax or PVC tape sealed). These envelopes are to be placed inside a separate envelope properly sealed (i.e. Wax or PVC tape sealed). All envelopes (4 inner & 1outer) must bear the following:

13.2 The envelope should indicate the name and complete postal address with PIN Code of the bidder to enable the bid to be returned unopened in case it is declared 'late' or is rejected due to any other reason.

- 13.3 The BIDs delivered in person shall be delivered to <u>AGM (HR & ADMN) o/o GMTD</u>, <u>BSNL</u>, <u>Balasore AT</u>: Room No 202, <u>Door Sanchar Bhawan</u>, <u>FM Golai</u>, <u>Balasore 756001</u> on or before 29-01-2014 at 13:00 hrs. The Department shall not be responsible if the bids are delivered elsewhere.
- 13.4 In case the envelope is not sealed (i.e. Wax or PVC tape sealed) and marked as required, the Department shall not accept the BID.
- 13.5 Tender shall either be sent by Registered Post or Delivered in person. The responsibility for ensuring that the Tender is delivered in time would vest with the bidder.

14 SUBMISSION OF BIDS

- 14.1 Bids must be received by the Department at the address specified under Para 13.3 Section IV.
- 14.2 The Department may, at its discretion, extend this deadline for the submission of bids by amending the Bid Documents in accordance with *Clause-6 Section IV* in which case all rights and obligations of the Department and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.
- 14.3 THE BIDDER SHALL HAVE TO SUBMIT THE BID IN THE ORIGINAL PROFORMA OBTAINED FROM THE DEPARTMENT FOR THE PURPOSE. THE BIDS NOT SUBMITTED IN THE ORIGINAL PROFORMA SHALL NOT BE CONSIDERED. One bidder can apply for one Zone only as specified in the NIT (i.e. either Zone Z1 or Z2 or Z3). Not more than one independent and complete offer shall be permitted from one bidder.

15 LATE BIDS

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

E. BID OPENING AND EVALUATION

16. OPENING OF BIDS BY DEPARTMENT

- 16.1 The Department shall open the bids in the presence of bidders or their authorized representatives who choose to attend, at 16.00 hrs. on due date of opening. The bidder's representatives, who are present, shall sign an attendance register. Authority letter to this effect shall be submitted by the bidder before they are allowed to participate in bid opening in the format enclosed as per Annexure-V of section VI.
- 16.2 A maximum of one representative for any bidder shall be authorized and permitted to attend the bid opening.
- 16.3 The Bidder's names etc. as the Department, at its discretion, may consider appropriate; will be announced at the opening.
- 16.3.1. The bid opening committee shall count the number of bids and assign serial No of the bids. For example if 10 have been received the bids shall be numbered as 1 of 10 , 2 of 10 etc. All the members shall initial on the outer envelopes of all the bids with date.
- 16.3.2. The envelopes containing the tender offer not properly sealed (i.e. Wax or PVC tape sealed) shall not be opened and shall be rejected outright. The reason for not opening such tender offers shall be recorded on the face of the envelope and all the members of bid opening committee shall put signature with date.
- 16.3.3. The outer envelope containing the three envelopes be opened. TOC shall put initial on all the envelopes with date.
- 16.3.4. Among these envelope the envelope marked "BID SECURITY" shall be opened first and examined.

- 16.3.5. The bidders who have submitted proper bid security as per tender document their "TECHNICAL BID" shall be opened and shall be serially numbered and signed by the bid opening committee members.
- 16.3.6. After recording of the TECHNICAL BID the documents alongwith TOC report will be handed over to TEC.
- 16.3.7. "FINANCIAL BID" of the qualifying bidders as reported by the TEC and accepted by Tender accepting authority will be opened only.
- 16.3.8. After opening the "FINANCIAL BID" the bidders name, bid price etc will be announced at the opening.
- 16.3.9. In case there is discrepancy in figures and words in the quote, the same shall be announced in the bid opening, but the quote in words shall be prevail.

17 CLARIFICATION OF BIDS

To assist in the examination, evaluation and comparison of bids, the Department may, at its discretion ask the bidder for the clarification of its bid. The request for clarification and the response shall be in writing.

18 PRELIMINARY EVALUATION

- 18.1 Department 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.
- 18.2 Prior to the detailed evaluation, the Department will determine the substantial responsiveness of each bid to the bid document. A substantially responsive bid is one, which conforms to all the terms and conditions of the bid documents without deviations.
- 18.3 A bid, determined as substantially non-responsive will be rejected by the Department and shall not subsequent to the bid opening be made responsive by the bidder by correction of the non-conformity.

19 EVALUATION AND COMPARISON OF SUBSTANTIALLY RESPONSIVE BIDS

The Department shall evaluate in detail and compare the bids previously determined to be substantially responsive pursuant to clause 21.

20 CONTACTING THE DEPARTMENT

- 20.1 No bidder shall try to influence the Department on any matter relating to its bid, from the time of the bid opening till the time the contract is awarded.
- 20.2 Any offer by a bidder to influence the Department in the Department's bid evaluation, bid comparison or contract award decisions shall result in the rejection of the Bid.

21 DEPARTMENT'S RIGHT TO ACCEPT ANY BID TO REJECT ANY OR ALL BIDS

The Department 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 incur any liability to the affected bidder or bidders on the grounds for the Department's action. The Department is also not bound to accept the lowest rate if the rates are not reasonable or inadequate competitive tenders are received.

22 ISSUE OF LETTER OF INTENT (LOI)

- 22.1 The issue of an LOI shall constitute the intention of the Department to enter into the contract with the bidder; Work order will be issued over the period of 1 year as per the requirement of the Department.
- 22.2 The bidder shall within 10 days of issue of the LOI, give his acceptance in writing in conformity provided with the bid documents.

23. PAYMENT TERMS

- 23.1 Respective field units will give work order to contractor specifying anticipated quantity of data entry work to be made for an individual month.
- 23.2 Contractor will submit individual bill for each unit in duplicate after execution of work duly certified by the controlling officers of concerned office and countersigned by the countersigning authority on monthly basis (By 10th of succeeding month of bill period). The following documents should be attached with the bill as mentioned below.
 - a) Copy of the wage register indicating name of individual data entry operator engaged with their respective EPF ESI Code ,total work days, salary , allowances, EPF ESI contribution , payment amount and date of payment etc etc with their signature (in case payment made to their bank account then bank name and account number to be mentioned) for receipt of payments by each data entry operator duly countersigned by the controlling officer of having disbursed the said amount in his presence.
 - b) The copy of receipt towards payment of Service tax pertaining to the previous month.
 - c) The copy of receipt towards payment of EPF, ESI Chalans etc along with list of data entry operators indicating the EPF/ESIC code, amount etc against each data entry operator(beneficiary), for the previous month.
 - d) E-payment receipt from bank / Certificate from Contractor that payment of wages was debited from his (contractor's) account on _____(date).
 - e) A list of data entry operators engaged against the work order each month
 - f) Copy of the Work Order issued by concerned DE/AGM.
 - It is to be noted that all documents submitted with the bill should be self attested or else it will not be accepted & the bill will not be processed.
- 23.3 It shall be responsibility of the controlling officer to ensure that all the requirements are fulfilled at the time of certifying the bill, getting it countersigned and submitting within 1st week of succeeding month for period of bill. He should maintain a register containing the datewise quantity of work done with item name and signed by him/her for every billed month.
- 23.4 The countersigning authority shall check that all the documents as mentioned above are invariably attached to the bill before countersigning and work done specified in the bill is in conformity with the register containing daily list of work done.
- 23.5 The passing authority will also ensure proper checking of above items before according his sanction
- 23.6 100% payment will be made.
- 23.7 Income Tax , Surcharge , Education Cess , Higher Educational Cess as in force will be deducted from each bill.

24. Penalty Clause

- a) In case of failure to provide the data entry operator exceeding 3 days from the date of requisition, a penalty of 5% of the service charge per labor per week will be levied and deducted from the bill.
- b) The contractor should pay the wages to the labourers on or before 7th of the subsequent month whether the payment is made by BSNL or not. Failure to follow the same a penalty of 10% of the service charges per week or part there of will be levied and deducted from the bill. If the same late payment of wages is repeated for consecutive 3 months in total during a year, action may be initiated to forfeit the security deposit and award of the tender may be cancelled.
- c) The total penalty during a month on the above accounts will not exceed 75% of the monthly service charges.
- d) However the Sr. GM of the district reserves the right to grant any relief of the penalty considering the circumstances on the appeal made by the contractor.

25. Other Conditions

- a) The tender with abnormal high/low rates are liable for rejection as per decision of BSNL authority
- b) The Sr. General Manager Telecom District, BSNL, Balasore reserves the right to go for more than one contractor in order to meet the time schedule for completion of works or otherwise for a specified category of work as deemed fit in the interest of the BSNL, Balasore. His decision in this respect will be final and binding on all concerned.
- c) In case the L1 bidder fails to execute the work at any stage of the contract, then the L2 bidder may be asked to complete the work at approved L1 rates as per the discretion and decision of Sr. GMTD, Balasore. However, the Performance Security Deposit of the defaulted contractor will be forfeited and he may be black listed.
- d) The successful bidder must follow all the labour laws including Minimum wages Act-1948, ESI Act-1948 and EPF & MISC provisions Act-1952.
- e) The Sr. GMTD, Balasore may, at any time, at its option cancel and terminate this contract by written notice to the contractor, in which event the contractor shall be entitled to payment for the work done up to the time of such cancellation.
- f) In the event of the termination of the contract, the contractor shall forthwith clear the site of all he contractor's materials, machinery and equipment's and hand over possession of the work/operations concerned to the respective site-engineer or as directed by BSNL authority.
- g) BSNL may also by giving written notice and without compensation to the contractor terminate the contract if the contractor becomes unwilling, bankrupt or otherwise insolvent without affecting its right of action or remedy as hirer.
- h) At any stage during bid evaluation or after award of contract if it is found that the bidder has concealed any information like it has been barred/blacklisted in BSNL or any PSU / central government organization, then the bid security (EMD/PBG) of the bidder would be forfeited and the bidder would be disqualified from the tender. Action would be taken for banning of business dealing with the defaulting firm. In case contract has already been awarded to the bidder, then PBG would be forfeited and the contract would be rescinded/ annulled and BSNL would be at liberty to procure the services from any other source at the risk and cost of the defaulting bidder. Action would also be taken for banning business dealing with the defaulting firm by blacklisting or barring it from participating in future tenders.

SECTION - V

GENERAL (COMMERCIAL) TERMS & CONDITIONS

1. APPLICATION

The general terms & conditions shall apply in contracts made by the BSNL for the execution of works.

- 1.1 The quantum of job of this tender has been assessed by BSNL authority taking various factors into consideration. The authority is not liable to explain the tenderer the detail of assessment so estimated under any circumstances.
- 1.2 The GMTD, BSNL Balasore will not be responsible for any loss incurred by the contractor in carrying out the contract work.
- 1.3 Taxes will be recovered as per statutory tax laws of Govt. of India and Govt. of Orissa as applicable from time to time.
- 1.4 The tenderer will not claim any permanent absorption of data entry operators to be engaged in this Office or the data entry operator engaged should not claim permanent absorption.
- 1.5 The tenderer will observe necessary formalities as per the provision of the Contract Labour (R & A) Act 1970 and the Contract Labour (Regulation and Abolition) Central Rules 1971 and the GMTD, Balasore will not in any way be responsible for any breach of Labour Act for any such case (s) relating to Labour & Employment.
- 1.6 The contractor shall not assign or sublet to any other person or agency without the prior written approval of GMTD, Balasore.
- 1.7 The BSNL will pay no advance of any kind.
- 1.8 The GMTD, Balasore reserves the right to impose any other conditions, if necessary at any time during the validity of the tender.
- 1.9 Without prejudice to any of the rights or remedies under this contract, if the contractor dies, the <u>GMTD</u>, <u>BALASORE</u> on behalf of BSNL can terminate the contract without compensation to the contractor. However <u>GMTD</u>, <u>BALASORE</u>, at his discretion may permit contractor's heirs to perform the duties or engagements of the contractor under the contract, in case of his death. In this regard the decision of <u>GMTD</u>, <u>Balasore</u> shall be the final.

2. PERFORMANCE SECURITY IN SHAPE OF BANK GUARANTEE

- 2.1. The tenderer shall furnish performance security to the BSNL for an amount equal to 10% of the estimated cost within 10 days after the receipt of the LOI by the bidder valid for a period of 18 months.
- 2.2 The EMD of successful bidder will be retained as S.D. till the completion of tender period. The SD will not earn any interest.
- 2.3 The balance amount after deducting the EMD amount from 10% of the estimated cost i.e. **Rs 72,000/**-for Zone Z1, **Rs 88,000/** for Zone Z2 & **Rs 56,000/** for Zone Z3 respectively has to be furnished as performance security deposit in form of Performance Bank Guarantee from a Scheduled Bank or A/C Payee DD drawn in favour of A.O. (Cash), BSNL, O/o G.M.T.D. Balasore.
- 2.4 The performance security is required to protect the BSNL, against the risk of bidder's conduct, which would warrant the security forfeiture.
- 2.5 The performance Security Deposit will be forfeited in part/ whole in case of:-
 - 2.5.1 Unsatisfactory service.
 - 2.5.2 Unprofessional attitude.
 - 2.5.3 Theft or misappropriation of articles of BSNL.
 - 2.5.4 Damage caused to the BSNL, assets.
 - 2.5.5 Withdrawal of the successful tenderer from the contract before its expiry

2.5.6 Unauthorised stoppage of data entry work.

The decision of the GMTD Balasore in this regard will be final & binding.

3. The terms and conditions are given below:

- 3.1 The nature of work is the operating office work/data entry in CDR, Accounting & Commercial package of BSNL/for data entry in CCN (Terminal for mobile service), HR Package and other software package of BSNL as per **Section-VII**. The operator must have basic knowledge on office work/data entry in CDR, Accounting & Commercial package of BSNL/data entry in CCN (Terminal for mobile service).
- 3.2 The data entry operator to be engaged by the contractor must have the minimum basic knowledge about computer handling/operating. He should be punctual, obedient, sincere and reliable. GMTD Balasore reserves every right to remove the operator through contractor if he is dissatisfied in his work, conduct & behaviour etc.
- 3.3 The data will be provided on as per either in raw form or in the shape of different Input forms.
- 3.4 The software program as well as the data entry will be made on PCs/terminals supplied by BSNL. The data entry shall have to be done at the premises of the office of BSNL. No entry shall be carried out at the premises of the contractor.
- 3.5 The contractor has to ensure 100% error-free input/entry. If at any stage, any error is noted, it will be the discretion of GMTD to impose any amount of financial penalty on the contractor. The decision of GMTD, Balasore shall be final and binding in this regard.
- 3.6 The types of various data entries to be made and their expected quantity is as per list in **Section-VII**.
- 3.7 The amount payable for data entry work shall be calculated on the basis of document's rate as worked out in section VII.
- 3.8 The GMTD Balasore reserves the right to increase or decrease the quantity from what is specified in the schedule of quantities, without any change in unit price or other terms and conditions depending on actual requirement.
- 3.9 A register containing the quantity of different items for which data feeding was done to be maintained at the concerned office on daily basis positively. The register which will be kept as record to be signed by the AOs/SDEs/SDOs concerned & to be countersigned by CAO/AGM concerned. If required this record will be subject to verification by any representative of GMTD Balasore. Any discrepancy in the quantity found for which bills raised will be deducted from the amount payable to the contractor.
- 3.10 The successful bidder shall sign an agreement with the General Manager, Telecom District Balasore for execution of work. The Tender shall be valid for one years from the date of signing. However, the General Manager, Telecom District, Balasore reserves the right to increase, or decrease the duration of the tender.
- 3.11 The General Manager, Telecom District, Balasore shall supervise the work through his representatives.
- 3.12 The payment for the work done shall be made once in a month. THE CONTRACTOR/BIDDER SHOULD PAY MINIMUM WAGES TO THE DATA ENTRY OPERATOR as applicable under Central & State Government Wage Laws. BSNL shall not be responsible for any escalation of cost of labour or materials, machinery, equipment etc., whatsoever or any increase in any duties levies or taxes, in respect of whatsoever and the contractor's rates and contractor's obligation shall remain unaltered by such escalation
- 3.13 Telephone Bill, NTC registration, Advice note release are continuous jobs and requires data to be entered continuously without delay. Deduction from the payment shall be made for delayed work. For the delayed entries 0.5 % per day of the total quantum of work/bill amount will be deducted as a penalty and the decision of the G.M.T.D, Balasore shall be final in this regard. If the delay is more than two week, the agreement shall be cancelled and the contract may be terminated. Also any unauthorized stoppage of work will be liable to cancellation of agreement and termination of contract.
- 3.14 In case of any dispute arising during the execution of the work, the decision of the General Manager, Telecom District shall be final binding.

- 3.14.1 The data entry operator, supplied by the bidder, if at any point of time found to be doing any alterations, deletions, additions to the official records given to him for data entry without the permission of the supervising authority, will be viewed seriously and the following action will be taken.
- 3.14.2 GMTD, Balasore, will examine such cases as mentioned at 3.14.1 above to assess the loss, if any, incurred by BSNL for such mishandling of records and the data entry operator, if found guilty, the amount of loss will be made good by the contractor. The data entry operator will forthwith be removed from such job.
- 3.14.3 If the bidder or the data entry operator supplied by the bidder, violates any of the conditions of this tender, the Contract agreement will be liable to be terminated and the Bank Guarantee will be en-cashed in full or in part. In this regard, the decision of GMTD, Balasore, shall be final.
- 3.15 The contractor shall be responsible for the proper and careful working of the operator(s) so engaged by him. Any loss due to non performance by the operator(s), shall be made good by the operator, besides removing such operator from engagement.
- 3.16 As penalty, the contractor will be black-listed in the entire Orissa Telecom Circle and barred from doing any data entry work in BSNL.
- 3.17 It shall be responsibility of the contractor to ensure utmost confidentiality of information/data of BSNL and if any time, any such information to the contrary is brought to notice, the contract shall be terminated and the Bank Guarantee will be en-cashed in full, apart from taking suitable action.
- 3.18 In case, the data entry operator are found/proved to have damaged Hardware & Software system, penalty will be imposed on actual basis on the contractor.
- 3.19 The contractor is liable to comply with all statutory requirements of labour laws in so far as payment to full time data entry operators are concerned and their entitlements like EPF & ESI etc. The records maintained in this respect are subject to inspection by BSNL or any other statutory body. The EPF and ESI chalans may be submitted periodically to BSNL or else the contractor bills will not be processed.
- 3.20 Muster roll has to be maintained by the contractors in respect of contract labourers engaged by them.
- 3.21 The payment of contract labourers by the contractor is to be carried out as per the rate approved by the Central Govt. from time to time.
- 3.22 The contract labourers engaged by the contractors must be covered under ESI and EPF scheme by the contractor himself as per rules. Also contactor must ensure that contract labourers must have a valid bank account in their name from the date of commencement of work.
- 3.23 The contractor will issue employment cards of engaged contract labourers.

3.24 LABOUR WELFARE MEASURES AND WORKMAN COMPENSATION;

- **3.24.1** BSNL, Balasore office shall not be responsible for any form whatsoever, if during the course of discharging of duty, any person employed by the contractor suffers from any damage or injury during the stay inside/outside the campus of this office or is put to any hardship or suffers any damage in any form whatsoever.
- **3.24.2** The contactor will be responsible for the safety and security to the data entry operators employed by him for execution of work.

3.24.3 Payment of Wages:

The contractor shall fix wage periods in respect of which wages shall be payable.

3.24.3.1 No wage period shall exceed one month. The wages of every person employed as data entry operator by a contractor shall be paid before the expiry of seventh day after the last day of the wage period in respect of which the wages are payable even if the payment is not made by BSNL. The contractor will submit the bill only after payment of wages to all contract labourers.

- 3.24.3.2 Where the employment of any data entry operator is terminated by or on behalf of the contractor, the wages earned by him shall be paid before the expiry of the second working day from the date on which his employment is terminated.
- 3.24.3.3 All payment of wages shall be made through E-payment to the bank account of individual data entry operators by 7th day of subsequent month
- 3.24.3.4 Wages shall be paid without any deductions of any kind except those specified by the Central Government by general or special order in this behalf or permissible under the Payment of Wages Act 1956.
- 3.24.3.5 A notice showing the wages period and the place and time of disbursement of wages shall be displayed at the place of work and a copy sent by the contractor to the site engineer and Engineer-in-charge under acknowledgement.
- 3.24.3.6 It shall be the duty of the contractor to ensure the disbursement of wages by Cash/Cheque in presence of the site Engineer or any other authorized representative of the Engineer-in-Charge who will be required to be present at the place and time of the disbursement of wages by the contractor to workmen and certify for the same in prescribed wage register.
- 3.24.3.7 The contractor shall obtain from the site Engineer or any other authorized representative of the Engineer-in-charge, as the case may be, a certificate under his signature at the end of the entries in the "Register of Wages" or the "Wagecum-Muster Roll", as the case may be, in the following form:-

"Certified	that	the	amoun	t shown	in	the	column	No	has	been	paid	to	the
workman	conc	erne	d "ir	n my	F	rese	nce"/	"through	e	-payn	nent"	(on
dated		. at		HO	JR.	S."							

3.24.4 Fines and deductions, which may be made from wages.

- 3.24.4.1 The wages of a data entry operator shall be paid to him without any deduction of any kind except the following:
 - a) Fines.
 - b) Deductions for absence from duty. The amount of deduction shall be in, proportion to theperiod for which he was absent.
 - c) Deductions for damage to or loss of goods expressly entrusted to the employed person for custody, where such damage or loss is directly attributable to his neglect or default.
 - d) Deduction for recovery of advances or for adjustment of overpayment of wages.
 - e) Any other deduction, which the Central Government may allow from time to time.
- 3.24.4.2 No fine shall be imposed on a data entry operator and no deduction for damage or loss shall be made from his wages until the data entry operator has been given an opportunity of showing cause against such fines or deductions.

3.24.5 Labour records

- 3.24.5.1 The contractor shall maintain **Register of Persons employed** on work on contract in Form XIII of the Contract Labour (R & A) Central Rules 1971.
- 3.24.5.2 The contractor shall maintain a Wage **Register** in respect of all workmen employed by him on the work under contract in Form XVII of the Contract Labour (R & A) Rules 1971.
- 3.24.5.3 **Register of accidents** The contractor shall maintain a register of accidents at the Work place and the same shall include the following particulars:
 - i. Full Particulars of the labourers who met with accident,
 - ii. Rate of Wages,

- iii. Sex.
- iv. Age.
- v. Nature of accident and cause of accident,
- vi. Time and date of accident,
- vii. Date and time when admitted in hospital.
 - (a) Date of discharge from the hospital.
 - (b) Period of treatment and result of treatment.
- viii. Percentage of loss of earning capacity and disability as assessed by Medical Officer,
- ix. Claim required to be paid under Workmen's Compensation Act.
- x. Date of payment of compensation.
- xi. Amount paid with details of the person to whom the same was paid,
- xii. Authority by whom the compensation was assessed,
- xiii.Remarks.
- 3.24.5.4 The contractor shall maintain a **Register of Fines** in the Form XII of the CL (R & A) Rules 1971. The contractor shall display in a good condition and in a conspicuous place of work the approved list of acts and omission for which fines can be imposed.
- 3.24.5.5 The contractor shall maintain a **Register of deductions for damage or loss** in Form XX of the Contract Labour (R & A) Rules 1971.
- 3.24.5.6 The contractor shall maintain a **Register of Advances** in Form XXIII of the Contract Labour (R & A) Rules 1971.
- 3.24.5.7 The contractor shall maintain a **Register of Overtime** in Form XXIII of the Contract Labour (R & A) Rules 1971

3.24.5.8 Attendance card-cum wage slip

- a. The contractor shall issue an Attendance card.
- b. The card shall be valid for each wage period.
- c. The contractor shall mark the attendance of each workman on the card twice each day.
- d. The card shall remain in possession of the data entry operator during the wage period under reference.
- e. The contractor shall complete the wage slip portion on the reverse of the card at least a day prior to the disbursement of wages.
- f. The contractor shall obtain the signature or thumb impression of the data entry operator on the wage slip at the time of disbursement of wages and retain the card with him.
- 3.25 For failure to comply any terms and conditions laid down under clause 3 section V, the contractor will be black-listed in the entire Orissa Telecom Circle and barred from doing any data entry work in BSNL

<u>SECTION-VI</u> ANNEXURE - I

AGREEMENT

This agreement made this	day of	(2014) Two thous	and and Twelve between the
C.M.D., BSNL presented through the Ge			
	3		
by him, hereinafter called "The GMTD"	•	•	, ,
include his successors on Office and a	assigns) of the one part	and M/s,	a company
incorporated under the companies Act	and having its registered	office at	hereinafter called "The
contractor"(which expression shall, unl	ess excluded by or repug	nant to the contex	t include its successors and
assigns) of the other part. Where as th	e GMTD is desirous for Do	ata feeding job from	n the contractor and the said
contractor has agreed to supply the Dat	a feeding operator.		

Validity

- 1. The contract will valid for one year from the date of signing of the agreement and may be extended, if necessary by the GMTD, Balasore another six months in the interest of service and administrative grounds. This can further be extended upto six months on mutually agreed terms.
- 2. All the terms & conditions of the Tender documents form a part of this agreement.

Penalty

- 1. In case the CONTRACTOR fails to complete the data feeding job assigned to him within the stipulated time a penalty shall be imposed @ 0.5% of the value of the order for delay per day or part thereof. Maximum penalty will be restricted to 1% of the agreed price for the contract.
- 2. If the delay beyond the stipulated time frame is more than two (2) week the General Manager Telecom District, Balasore shall have the right to terminate the contract and forfeit the security deposit.
- 3. In the event of any breach of or non-fulfillment of any contractual obligation by the CONTRACTOR, the security deposit shall be forfeited & contract will be terminated.

Disputes and arbitration.

- i) In the event of any doubt, dispute or differences arising under this Tender agreement or in connection wherewith except as to matters the decision on which is specifically provided under the terms and conditions of this Tender, the same shall be referred to the sole arbitration of the General Manager Telecom District, Balasore or any other person appointed by him as the Arbitrator.
- ii) No objection to any such appointment on the ground that the arbitrator is a BSNL servant shall be entertained, the arbitrator will not be a person who had an opportunity to deal with the matter to which the agreement relates to or that in the course of his/her duties has expressed his/her view. On all or any of the matters in dispute or in difference.
- iii) The Awards of the arbitrator shall be final and binding on the parties.
- iv) In the event of such arbitrator, to whom the matter was originally referred to, being transferred or vacating his office due to death, resignation, or refusal to work or neglecting his work or being unable to act as a arbitrator for any reason whatsoever, the General Manager Telecom District, Balasore, shall appoint another person to act as the Arbitrator in place of the outgoing arbitrator in accordance with the terms of the contract agreement and the person so appointed shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.

- v) The arbitrator may, from time to time, with the consent of parties, enlarge the time for making and publishing the award of arbitration. Upon any such reference, the assessments of the costs incidental to the reference and award respectively shall be in the discretion of the arbitrator.
- vi) All incidental expenses in the arbitration proceeding will be born by the party as decided by the arbitrator.
- vii) Subject to the aforesaid provisions, the arbitrator Act, 1940 and the rules made there under and any stipulation/modification for the time being force shall be deemed to apply to the arbitration proceedings.
- viii) The venue of the arbitrator proceedings will be decided by the arbitrator, however it will be in a locality within the jurisdiction of GMTD.
- ix) The court in the city of Balasore alone shall have the jurisdiction to entertain any application or any other proceedings in respect of dispute arising under this agreement.
- x) Case against any award/ Awards made by the sole arbitrator hereunder shall be filed in the concerned Court in the city of Balasore only.

Force Majeure Clause

- i) If at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract be prevented or delayed by reason of:
 - a) Any war or hostility,
 - b) Acts of public enemy, civil commotion, sabotage, explosions,
 - c) Effects of flood, epidemics, quarantine restrictions, freight embargoes,
 - d) General strikes, Bandhs,
 - e) Acts of God.
 - Hereinafter referred to as EVENT, neither party shall, by reason of such EVENT, be entitled to terminate this contract, nor shall any party have any claim to the damages against the other in respect of such non-performance or delay in performance, provided that NOTICE of happening, of any such event is given by either party to the other within 7 (seven) days from the date of occurrence of such **event**.
- ii) If a force Majeure EVENT occurs, the CONTRACOR shall promptly notify the department in writing of such conditions and the cause thereof. Unless otherwise directed by the Department in writing, the CONTRACTOR shall continue to perform its obligations under the contract as far as reasonably practicable and shall seek all reasonable alternative means for performance not prevented by the Force Majeure EVENT.
- iii) Expected work and deliveries under this contract shall resume as soon as practicable after such EVENT comes to an end or ceases to exist. The decision of the General Manager Telecom District, Balasore as to whether the situation has become normal or not, shall be final and conclusive.
- iv) If the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such EVENT for a period exceeding 60 (sixty) days, either party may, at his/ their option, terminate this contract.
- v) BSNL, Balasore office shall not be responsible for any form whatsoever, if during the course of discharging of duty, any person employed by the contractor suffers from any damage or injury during the stay inside/outside the campus of this office or is put to any hardship or suffers any damage in any form whatsoever.
- vi) The contactor will be responsible for the safety and security to the data feeding operators employed by him for execution of work.

All the SECTIONS of the Tender Document constitute integral part of this agreement.

above written.
Schedule refers to above.
Signed and deliver by
(Name-Designation)
[Company seal]
for and on behalf of the Contractor M/s In the presence of witness:
1)
2)
Signed, sealed and delivered at Balasore by the Department for and on behalf of the CMD, BSNL
(Name-Designation)
[Seal]
In presence of Witness:
1)
2)

In witness whereof the parties hereto have their respective hands hereunto the day month and year herein first

SECTION-VI

ANNEXURE - II

PERFORMANCE SECURITY GUARANTEE (Bond Form)

1.	In consideration of the Bharat Sanchar Nigam Limited (hereinafter called "the bidder") having agreed to exempt (hereinafter called "the said contractor (s)') from the demand, under the terms
	and conditions of an agreement/ (purchase order) No dated made between
	and for for for
	supply of (hereinafter called "the said agreement"), of security
	deposit for the due fulfillment by the said contractor(s) of the term and conditions contained in the said
	Agreement, of production of the bank guarantee for we, (name of the
	bank) (hereinafter refer to as "the Bank") at the request of
	(contractor (s)) do here by undertake to pay to the
	beneficiary an amount not exceeding against any loss or damage
	caused to or suffered or would be caused to or suffered by the Government/BSNL by reason of any breach by
	the said Contractor(s) of any of the terms or conditions contained in the said Agreement.
2.	We (name of the bank) do hereby undertake to pay the amounts 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(s)' of any of the terms or conditions contained in the said Agreement. Any such
	demand made on the bank shall be conclusive as regard the amount due and payable by the Bank under this
	guarantee where the decision of the BSNL in these count shall be final and binding on the bank. However, our
	liability under this guarantee shall be restricted to an amount not exceeding
	·
3.	We undertake to, pay the BSNL any money so demanded notwithstanding any dispute or disputes raised by the
	contractor(s)/supplier(s) in any suit or proceeding pending before any court or tribunal relating thereto our
	liability under this present being obsolete and unequivocal. The payment so made by us under this bond shall be
	valid discharge of our liability for payment there under and the contractor(s)/supplier(s) shall have no claim
	against us for making such payment.
4.	We (name of the bank) further agree that the guarantee therein contained shal
	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 (office/department) Ministry of certifies that the terms and
	conditions of the said Agreement have been fully and properly carried out by the said contractor(s) and
	accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing
	on or before the expiry of ONE AND HALF YEARS (as stipulated in P.O) from the date thereof, we shall be
	discharged from all liabilities under this guarantee thereafter.
_	
ე.	We (name of the bank) further agree with the BSNL that the BSNL shall have the
	fullest liberty without our consent and without affecting in any manner our obligation hereunder to vary 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 Contractor(s)/Supplier(s).	: to	the	change	in	the	constitut	ion	of	the	Bank	or	the
7.	We (name of the bank) currency except with the previous consent of t		•			not	to revoke	this	s gi	uaran	tee di	ıring	j its
		_	ated t	the			·	day (of _				_
				(Indicat	e tl	he na	me of the	bank	:)				-

SECTION-VI

ANNEXURE - III

EXPERIENCE CERTIFICATE

Certified that M/s / Shri	, contractor has executed	d data entry work on
contract basis in this organisation from	to	& an
amount of Rs	has been paid to him during the above period	

Signature & Seal of issuing authority.

SECTION-VI

ANNEXURE - IV

DECLARATION BY THE BIDDER FOR NON-PARTICIPATION OF NEAR RELATIVES

I/We	S/o
	Resident of
details given in tender document. In	s) as defined in the tender document is/are employed in BSNL Unit as pe case at any stage, it is found that the information given by me i olute right to take any action as deemed fit/without any prior intimatio
Note: The near relatives for this purpos	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 Daughter (s) and daughter's Husband (s) Brother (s) & brothers wife, sister (s) a	
	Signature of the bidder.
Name of the Bidder.	
	Place:
	Date:

SECTION-VI

ANNEXURE - V

LETTER OF AUTHORIZATION FOR ATTENDING BID OPENING

<u>Tender No. IT-01/13-14/05</u>		Dated at Balasore the 04-01-2014 .
To The AGM (HR & ADMN) Bharat Sanchar Nigam Li o/o G.M.T.D. Balasore, Room No - 202, Door Sanchar Bhavan, FM Golai, Balasore - 75	mited,	
Subject: Authorization for at Job Under Balasore		(date) for the tender of Data Entry
<u> </u>	e hereby authorized to attend the b	oid opening for the tender mentioned above on reference given below.
Order Preference	Name	Specimen Signature
I.		
II.		
lternate Representative		
	Signature of Bidder Or Officer authorized to Document on behalf of	
Note: 1. Maximum of one repre	sentative will be permitted to attend	

prescribed above is not produced.

2. Permission for entry to the hall where bids are opened may be refused in case authorization as

<u>SECTION-VI</u> ANNEXURE - VI

INTEGRITY PACT

Between

Bharat Sanchar Nigam Limited (BSNL)/ hereinafter referred to as "The Principal"
And
hereinafter referred to as "The Bidder/Contractor"

Preamble

In order to achieve these goals, the principal will appoint an Independent External Monitor who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 - Commitments of the principal

- (1) The principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
 - (a). No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.
 - (b). The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - (c). The Principal will exclude from the process all known prejudiced person.
- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions

Section 2- Commitments of the Bidder(s)/Contractor(s)

- (1) The Bidder(s)/Contractor(s) commit itself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
 - (a). The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer Promise or give to any of the principal's employees involved in the tender process or the execution of the contract or to any third person any material benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - (b). The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, subsidiary contracts, submission, or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - (c). The Bidder(s)/Contractor(s) will not commit any offence under the relevant Anti-corruption Laws of India, further the Bidder(s)/Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - (d). The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payment he has made, is committed to or intends to make agents, brokers or any other intermediaries in connection with the

award of the contract.

(2) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outline above or be an accessory to such offences.

Section 3- Disqualification from tender process and exclusion from future contracts

If the Bidder(s)/Contractor(s), before contract award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per the defined procedure.

Section 4-Compensation for Damages

- (i). If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damaged equivalent to Earnest Money Deposit/Bid Security.
- (ii). If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, or if the Principal shall be entitled to demand and recover from the Contractor the amount equivalent to Security Deposit/Performance Bank Guarantee in addition to any other penalties/recoveries as per terms and conditions of the tender.

Section 5- Previous transgression

- (i). The Bidder declares that no previous transgression occurred in the last 3 years with any other company in any country conforming to the Anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- (ii). If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the defined procedure.

Section 6- Equal treatment of all Bidders/ Contractors/ Subcontractors

- (i). The Principal will enter into agreements with identical conditions as this one with all Bidders/ Contractors.
- (ii). The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact.
- (iii). The Principal will disqualify from tender process all bidders who do not sign this pact or violate its provisions.

Section 7- Criminal charges against violating Bidder(s) /Contractor(s)/ Subcontractor(s)

If the Principal obtains knowledge of conduct of a Bidder, Contractor, Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor, Subcontractor, which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Corporate Vigilance Office.

Section 8- External Independent Monitor/ Monitors

- Principal appoints competent and credible Independent External Monitor for this pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligation under this agreement.
- 2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD of the BSNL.
- 3. The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all project documentation of the Principal including that provided by the contractor. The contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s) /Contractor(s)/ Subcontractor(s) with confidentiality.

Notwithstanding anything contained in the Section, the Bidder(s) /Contractor(s) shall have no obligation whatsoever to provide any internal costing mechanisms or any internal financial or commercial data pursuant to any audit or review conducted by or on behalf of the Principal. Further, the Bidder(s) /Contractor(s) shall not be required to provide any data relating to its other customer, or any personnel or employee related data.

4. The Principal will provide to the Monitor sufficient information about all meeting among the parties related to the project provided such meeting could have an impact on the contractual relations between the

- Principal and the Contractor. The parties offer to the Monitor the option to participate in such meeting.
- 5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties they act in a specific manner, refrain from action or tolerate action.
- 6. The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the "Principal and should the occasion arise, submit proposals for correcting problematic situations.
- 7. If the Monitor has reported to the CMD of the BSNL, a substantiated suspicion of an offence under relevant Anti-corruption Laws of India, and the BSNL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the corporate Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- 8. The word "Monitor" would include both singular and plural

Section 9- Pact Duration.

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded.

If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by CMD, BSNL.

Section 10- Other Provisions

- 1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi. The arbitration clause provided in the tender document/contract shall not be applicable for any issue / dispute arising under Integrity Pact.
- 2. Changes and supplements as well as termination notices need to be made in writing.
- 3. If the Contractor is a partnership or a consortium, this agreement must be, signed by all partners or consortium members.
- 4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intensions.

For the Principal	For the Bidder/Contractor
Place	Witness 1:
Date	Witness 2:

<u>SECTION-VI</u> <u>ANNEXURE - VII</u>

UNDERTAKING TO SUBMIT LABOUR LINCENCE

I , Sri/Smt/M/s	(Name of the
Contractor) do	
hereby undertake to submit labour license for	number of Data Entry Operators for Zone No
which I/We will be awarded f	or execution of data entry job under Balasore SSA before
commencement of work as I do not possess the lice	nse of such labourers at present.
Place:	Signature of tenderer /Authorised signatory
	Seal

<u>SECTION-VI</u> <u>ANNEXURE - VIII</u>

UNDERTAKING REGARDING GENUINENESS OF THE DOCUMENTS/INFORMATION SUBMITTED

	I, Shri/Smt Sc	on/Daughter of Shrido
hereby (undertake that all the documents / certificates subr	nitted by me with this tender (tender for data entry
job unde	er Balasore SSA) are true and are exact copies of	the original documents/certificates are available with
me.		
submitte forfeitu	ed by me are found to be false, BSNL will have eve	ormation furnished in the documents / certificates ery right to take suitable action against me including ermination of my contact agreement and/or black-
	Place:	Signature of tenderer /Authorised signatory
	Date:	Name & Seal of the tenderer



Financial Bid Documents

Tender for Data Entry Job under Balasore SSA

Tender no. IT-01/13-14/05 Dated at Balasore the 04-01-2014.

O/o the General Manager Telecom District, Balasore -756001

SECTION-VII FINANCIAL BID SCHEDULE OF RATE FOR ZONE Z1

Tender for Data Entry Job under Balasore SSA.
Rate quoted by M/s / Shri

SI. No	Item of Work	Unit	Expcted Quantity	-	(Inclusive of all levis & ding Service Tax)
			per month	In Figure	In words
	AO COMP Section				
01	Voucher Noting	Per no	18000 nos		
02	Folding Punching & Sorting of Telephone Bills	Per Bill	21000 nos		
03	Generating DBR	Per No	50 nos.		
04	Online Feeding in CCN	Per no	50 nos.		
	Folding, Stitching, Sorting & Dispatching Post Paid GSM/CDMA Bills	Per bill	9500 nos.		
	Preparation of Batch Slip & Maintenance of Accounting Record thereof	Per Batch Consisting 10 voucher or part thereof	1150 nos.		
07	Generating and printing of telephone bills	Per bill	20000 nos		
	Receipt and opening and stamping of daily list and entry in postal recovery register	Per D/L	6000 nos		
09	CDR Financial report generation , downloading into MS Excel and Customising etc printing	Per report	100 nos		
10	Letter drafting in MS Word	Per no	400 nos		
	AO TRA Section				
11	Cheque entry in TRA	Per no	10 nos		
	Feeding of Dr, Cr, adjustment and cancellation voucher in CDR/CCN	Per voucher	10 nos		
13	Issue of Duplicate bill	Per bill	3600 nos		
14	Issue of outstanding recovery letter	Per letter	1545 nos		
15	Miscellaneous entry adjustment , billing related request ,rent waival	Per no	1400 nos		
	AO CASH Section				
16	Preparation of challan for remittance including report generation.	Per challan	200 nos.		
	Feeding of bank book, cash book into trial balance system	Per entry	1500 nos.		
	Finalisation of A/Cs of B-fone/CMTS	Per case	900 nos.		
	Feeding of journal vouchers	Per entry	70 nos.		
	Preparation and entry of purchase journal	Per entry	30 nos.		
21	Compilation and generation of trial balance and sub ledger	Per occasion	70 nos.		
	Cheque entry for bank remittance	Per entry	1000 nos		
	Bank reconciliation statement	Per day	40 nos		
	AO CMTS section	•			
	Preparation of sale report of CMTS product , inventory , chalans , vouchers etc etc in MS excel	Per sheet	3500 nos.		
	Entry in Sancharsoft	Per page	500 nos		

SECTION-VII FINANCIAL BID SCHEDULE OF RATE FOR ZONE Z2

Tender for Data Entry Job under Balasore SSA.
Rate quoted by M/s / Shri

SI.	Item of Work		Expcted	Rate Quoted (Inclusive of all levis & taxes) (Excluding Service Tax)		
No			Quantity			
			per month	In Figure	In words	
	Commercial/SDOs/SDEs					
01	New order in CRM	Per no	140 nos			
02	Modify order in CRM	Per no	500 nos			
03	Shift order in CRM	Per no	25 nos			
04	Transfer order in CRM	Per no	25 nos			
05	Disconnect order in CRM	Per no	150 nos			
06	BB Disconnection order in CRM	Per no	150 nos			
07	Reconnection order in CRM	Per no	50 nos			
08	Conversion order in CRM	Per no	100 nos			
09	Service Request in CRM	Per no	300 nos			
10	Trouble ticket in CRM	Per no	100 nos			
11	Email ID & Mobile Number entry in CRM	Per No	200 nos			
12	Service order/task completion in	Per no	2500 nos			
	clarity					
13	DP , Pillar , MDF, Port details entry in	Per no	800 nos			
	clarity					
14	New Number provisioning msc wll/wi-max	Per no	60 nos			
	in CCN					
15	Shifting of msc wll/Wi-max in CCN	Per no	10 nos			
16	Permanent closure msc wll/Wi-max in	Per no	25 nos			
	CCN					
17	MISC work for msc wll & Wi-max in CCN	Per no	1000 nos			
	, ESN Swap , modification , report					
	generation , FWT programming etc					
18	Leased /MPLS cct data entry in	Per no	10 nos			
	tvaritplus					
19	Misc entry in tvaritplus : final A/N , cct	Per no	10 nos			
	closure , upgradation of cct , report					
	generation etc					
20	Signature scanning & Data entry	Per no	150 nos			
	Marketing Section					
21	Project Udan data entry	Per no	100 nos			

SCHEDULE OF RATE FOR ZONE Z2

SI.	Item of Work	Unit	Expcted Quantity	Rate Quoted (Inclusive of all levis & taxes) (Excluding Service Tax)		
140			•			
			•	In Figure	In words	
	HRD section					
22	HR package entry of various parameter	Each employee	50 nos			
23	All Audit relatedworks, compliance along	Per memo	10 nos			
	with entry of audit memos and reports					
	raised by auditor					
	Uso Section					
24	Claim sheets of VPT , Rural BB etc	Per no	1500 nos			
	MM Section					
25	Entry of issue and receipt of stores	Per item	150 nos			
26	Item entry in inventory package	Per item	400 nos			
	Planning Section					
27	Misc entry	Per no	60 nos			
	MIS Section					
28	Online report entry in different BSNL	Per no	250 nos			
	portals.					
	IT Section					
29	Dataentry in IISS portal of TND A/T	Per no	90 nos			
30	CDR Report Generation , Customisation	Per no	100 nos			
	in Excel etc					
31	Stock register entry	Per sheet	20 nos			
32	Attending PC & accessories fault Like	Per no	150 nos			
	Trouble shooting , formatting ,					
	Software					
	Loading , testing , network trouble					
	shooting etc etc Hardware & software					
	mtce work					
	For all Section					
	Letter drafting/data entry in MS Word	Per page	3000 nos			
	Data entry in MS Excel	Per sheet	3000 nos			
35	Misc Office work in any Other MS	Per page	1500 nos			
	Office Package					
36	Preparation of tender document	Per no	10 nos			

SCHEDULE OF RATE FOR ZONE Z3

Tender for Data Entry Job under Balasore SSA.

Rate quoted by M/s / Shri

SI.	Item of Work	Unit	Expected	Rate Quote	d (Inclusive of all levis & taxes)
No			Quantity	(Excluding Service Tax)	
			per month	In Figure	In words
	Mobile section				
1	Online feeding of subscriber data	Per no.	5000 nos		
	postpaid/prepaid/wi-max				
2	NTC & Permanent close of prepaid	Per no.	6000 nos		
	mobile , postpaid mobile & wimax				
3	New SIM sale activation (post	Per no.	5000 nos		
	paid/Prepaid)				
	Mobile Number Portability (MNP) Entry	Per no.	200 nos		
5	Provision of STD , N/R, ISD, Voice mail,	Per no.	1000 nos		
	Detail billing, GPRS, change of address,				
	O/G & I/C barring etc.				
6	Misc.work - miss scratch voucher, billing	Per no.	500 nos		
	enquiry, corridor plan, status enquiry, old				
	to new message sending,Excelp message				
	sending etc.	_			
	Plan change/ SIM replacement	Per no.	2200 nos		
8	Verification of	Per no.	3000 nos		
	postpaid/prepaid(Forms/Nos/SIMs)	_			
9	Duplicate Bill Mobile, msc wll & Wi-max	Per no.	500 nos		
	connection				
	Scanning of CAF & Subscriber details	Per no.	5000 nos		
	VTM collection & despatch	Per no.	250 nos		
12	Bill printing Postpaid Mobile/Msc Based	Per No	8000 nos		
	WLL/Wi-max Numbers				
- 10	FM / RMC Section		100		
	C-topup new entry & modification	Per no.	100 nos		
14	CAF entry for new connections in	Per no.	2000 nos		
4-	sancharsoft , checking & Acceptance etc		100		
	Project Vijay data entry	Per no	100 nos		
16	Dataentry in sancharsoft	Per no	100 nos		
	For all Section	_			
17	Letter drafting/data entry in MS Word	Per page	500 nos		
	Data entry in MS Excel	Per sheet	500 nos		
19	Misc Office work in any Other MS	Per page	500 nos		
	Office Package				