



**BHARAT SANCHAR NIGAM LIMITED**  
(A Govt. of India Enterprise)

Office of the General Manager Telecom District, Cuttack

**E-TENDER DOCUMENT FOR**

**PROVIDING MAN POWER TO CARRY OUT  
DATA ENTRY & ALLIED WORKS  
IN CUTTACK TELECOM DISTRICT**

**No. PLG/G-207/2018-19/13**

**Dated 21.05.2019 at Cuttack**

**Cost of E-Tender Document: - 2360/-**

**(This includes Tender document Cost 2000/- and GST @ 18% i.e., 360/-)**

**Total number of Pages: -43**

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Read, understood , complied & agreed

Signature & seal of bidder with Date

**SECTION-I**  
**BHARAT SANCHAR NIGAM LIMITED**  
**(A Govt. of India Enterprise)**  
**Office of the General Manager, Telecom District, Cuttack**  
**NOTICE INVITING TENDER**

1 On behalf of Bharat Sanchar Nigam Limited (BSNL), e-Tender is invited on two bid system from Individuals/Companies/Firms registered in India fulfilling the eligibility conditions, as per tender document, for providing manpower to carry out Data entry & allied work in Cuttack Telecom District for period of two years.

Sl No	Item	Particulars
1	Tender Notice No & date	<b>No. PLG/G-207/2018-19/13 dtd 21.05.2019</b>
2	Tender item	Providing manpower to carryout Data Entry & allied work in Cuttack Telecom District.
3	Validity period of contract	<b>Two years from the date of agreement</b>
4	Estimated cost of the tender	<b>Rs. 1,78,89,605.00</b>
5	Tender Document can be downloaded from date	<b>22.05.2019</b>
6	Date of receipt of queries from bidders	<b>29.05.2019 up to 17.00 Hrs</b>
7	Reply of queries by BSNL	<b>04.06.2019 before 17.00 Hrs</b>
8	Last Date of Submission of Tender	<b>12.06.2019 up to 17.00 Hrs</b>
9	Date & Time of Opening of Tender (Technical Bid only)	<b>13.06.2019 at 11:00 Hrs</b>
10	Amount of Bid Security (EMD)	<b>Rs. 3,57,792.00 (Rupees three lakhs fifty seven thousand seven hundred ninety two only)</b> In the form of crossed DD drawn on any nationalised / scheduled bank or Bank FDR in favour of A.O. (Cash), BSNL, O/o GMTD, Cuttack & payable at Cuttack or through online banking/RTGS/NEFT as per instruction of clause 2(a) of Section-1
11	Cost of Tender Form	<b>Rs.2,360/-(Rupees two thousand three hundred sixty only)</b> - Non-Refundable. The payment will be accepted in form of crossed DD drawn on any nationalised / scheduled bank in favour of A.O. (Cash), BSNL, O/o GMTD, Cuttack & payable at Cuttack or E-payment as per instruction of clause 2(a) of Section-1

**Note:- 1 Exemption in Cost of Tender Document and EMD under MSME & NSIC is permitted, if the registration of MSME certificate is done for telecom service activities, showing validity period, monetary limit with other eligibility condition as per MSME provision, only Udyoga Adhar registration will not be considered for availing any exemption**

**Note:-** The amount stated above are approximately estimated and BSNL reserves the right to vary the amount to the extent of -25 % to +25 % of specified amount at the time of award of the contract without any change in approved price & other terms & conditions.

**Note:- 2** In case the last date of submission /opening of bid is declared to be a holiday, last date of submission / opening of bid will get shifted automatically to next working day at the same scheduled time. Any change in bid submission/ opening date due to any other unavoidable reasons will be notified through the BSNL web site and/or e-Tender Portal

2(a) The Tender document can be downloaded from the website: [www.odisha.bsnl.co.in](http://www.odisha.bsnl.co.in) or [www.tenderwizard.com/BSNL](http://www.tenderwizard.com/BSNL) or <https://eprocure.gov.in/cppp> and to be submitted in e-format of [www.tenderwizard.com/BSNL](http://www.tenderwizard.com/BSNL) .

Cost of Tender Document and Earnest Money Deposit (EMD) shall have to be submitted in form of DD to AGM (NW-PLG-CFA), Cuttack, O/o GMTD, Cuttack, 1<sup>st</sup> Floor, Room No. 208, Door Sanchar Bhawan, Link Road, Cuttack-12 (in person or through regd/speed post) before the scheduled date and time of submission of the tender, otherwise the same will not be considered or through online Banking/RTGS/NEFT before scheduled date and time as per the following details.

Name of the Bank, Branch & address	Union Bank of India, Madhupatna, Link Road Cuttack
Accounts Name	A.O. (Cash), BSNL,O/o GMTD Cuttack
Account Number	(SB/CA) 514201010032115
IFSC Code	UBIN0551422
MICR Code	756026004
Mail Id :	<a href="mailto:ssb1351@gmail.com">ssb1351@gmail.com</a>
Contact No	0671-2304440, 9437082288

The scanned copies DDs /FDR/ E-Payment receipt towards EMD/BID security, Cost of bid document have to be uploaded in the e-Tender Portal of tender wizard.

Read, understood , complied & agreed

Signature & seal of bidder with Date

- 2(b) Amendments, if any, to the tender document will be notified in the above website as and when such amendments are made. It is the sole responsibility of the bidders who have downloaded the tender document from the website to keep themselves abreast of such amendments before submitting the tender document.
- 3(a) Intending bidders are requested to register themselves with M/s. ITI Limited through the website [www.tenderwizard.com/BSNL](http://www.tenderwizard.com/BSNL) for obtaining user-id, Digital Signature etc., by paying Vendor registration fee and processing fee for participating in the above mentioned tender.
- 3(b) BSNL has decided to use the process of e-tendering for inviting this tender and thus the physical copy of the tender would not be sold.
- 3(c) Bidders may note that the tender document can be downloaded from the website [www.tenderwizard.com/BSNL](http://www.tenderwizard.com/BSNL) or following the “Tenders” link of the website [www.odisha.bsnl.co.in](http://www.odisha.bsnl.co.in) or <https://eprocure.gov.in/cppp> Crossed DD / Bankers cheque drawn on any Nationalized/Scheduled bank in favour of the **A.O. (Cash), BSNL, O/o GMTD, Cuttack** and payable at Cuttack for **Rs.2360/-(Rupees two thousand three hundred sixty only)** shall have to be submitted as per procedure prescribed in **Para-15 of Section IV** towards tender fee *failing which the tender bid will be liable for rejection.* The bidder can make **E-payment** as per instruction 2(a).
- 3(d) The bidders shall furnish a declaration that no addition / deletion / corrections have been made in the downloaded tender document being submitted and it is identical to the tender document appearing on Web-site ([www.tenderwizard.com/BSNL](http://www.tenderwizard.com/BSNL)) as per **Annexure –B . of Section VII.**
- 3(e) In case of any correction/ addition/ alteration/omission is found in the tender document; the tender bid shall be treated as non-responsive and shall be rejected.
- 4(a) **Experience certificate:-** The bidder should have experience in executing data entry work/providing manpower for Data Entry work/ supplying in manpower on job contact basis in any category (skilled/unskilled/semi skilled/high skilled) in the office of BSNL/MTNL/Govt. of India/ State Govt./Other PSUs. He should have completed such work to the tune of **Rs 62,61,362.00 or above** during the period of last three financial (2016-17, 2017-18 & 2018-19) and current year. The experience certificate, issued by an officer not below rank of JAG level or Deputy General Manager/Superintending Engineer (SE) equivalent shall only be considered.
- 4(b) The documents as listed out in **Section VI** should be uploaded in the E-Tender Portal, as per clause of 7 (a) of Section-IV. If any one of the document found wanting in e-tender site, the offer is liable to be rejected.
5. **Elegibility criteria:-** The bidder should have the following eligibility  
a) Valid Registration certificate of firm (in case of firm), b) Valid labour license from Central Labour Commissioner c) Experience as per clause 4(a), d) valid PAN card & upto date Income Tax return, e) Valid EPF registration certificate with upto date payment challan, f) Valid ESI registration certificate with upto date payment challan, g) Valid GSTIN registration & latest return of GSTR-1, h) Annual turnover certificate from a registered Chartered Account firm for the financial year **(2017-18 & 2018-19).**
- 6 BSNL has adopted e-tendering process which offers a unique facility for ‘Public Online Tender Opening Event (TOE)’. BSNL’s Tender Opening Officers as well as authorized representatives of bidders can attend the Public Online Tender Opening Event (TOE) from the comfort of their offices. However, if required, bidders or their authorized representatives can attend the Tender Opening Event at the **Room No. 208, 1<sup>st</sup> Floor Doorsanchar Bhawan, Link Road, Cuttack-753012** where BSNL’s Tender Opening Officers would be conducting Public Online Tender Opening Event (TOE).
- 7 Incomplete, ambiguous, Conditional tender bids are liable to be rejected.
- 8 Principal General Manager Telecom District Cuttack reserves the right to accept or reject any or all tender bids without assigning any reason and is not bound to accept the lowest tender.
- 9 All documents submitted in the bid offer should be preferably in English. In case the certificate viz., experience, registration etc., is issued in any language other than English, the bidder shall attach an English translation of the same duly attested by the bidder & the translator in addition to the relevant certificate.
- 10 All statutory taxes as applicable shall be deducted at source before payment.
11. Each bidder must have to create customer ID in marketing section (in case of new bidder) and submit to receive document fee and EMD as per GSTIN requirement in ERP.

**DGM (NW-OP-CFA) Rural**  
**on behalf of GMTD, BSNL Cuttack**  
**Tel No. 0671-2304440**  
**Fax No. 0671-2367072**

Read, understood , complied & agreed

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Signature & seal of bidder with Date

**SECTION-II (A)**

**REQUIREMENT OF DATA ENTRY OPERATOR & ALLIED WORKERS, SECTION/UNIT WISE.**

Sl. No.	Controlling Officer	No. of DEO & Allied workers	Rate per day per DEO & Allied workers as on 01.04.2019 (Amount in Rs.)	Estimated cost (In Rs.)	EMD / BID Security Amount (In Rs.)	PBG Amount (In Rs.)	Tender Paper Cost (In Rs.)
1	A.O. (Bank)	1	US=487.00 SS= 551.00 S=645.00 HS = 710.00	1,78,89,605.00	3,57,792.00	8,94,480.00	2,360.00
2	A.O. (Cash)	2					
3	A.O. (Mobile)	3					
4	A.O. (Planning)	1					
5	A.O. (SL)	4					
6	A.O. (TRB)	1					
7	A.O. (TRC) TB	4					
8	A.O. (TRD)	1					
9	A.O. (Sale)	1					
10	SDE (BB)	1					
11	SDE (CAF) TB	4					
12	SDE (Commercial)	4					
13	SDE (Computer)	1					
14	SDE (Planning)	1					
15	SDE (Sales-CFA) Uddan	1					
16	SDE (Store) OMP	1					
17	SDE (MM &USO)	1					
18	SDE/FM (Sales -CM)	4					
19	SDE (Building)	1					
		37					

**Note: 1- The total 37 nos includes category of workers US=6 nos, SS=24 nos, S=6 nos, HS=1 no**

**US:- Unskilled, SS:- Semi Skilled, S:- Skilled & HS:- Highly Skilled**

Read, understood , complied & agreed

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**SECTION-II (B)**

**SCOPE, SPECIFICATION & DESCRIPTION OF WORK TO BE CARRIED OUT**

The details of data entry & allied work in the different sections are to be carried out on all working days in a month mentioned as below. These works are to be carried out by the Data Entry Operators & allied workers provided by the contractor section wise as per instruction of section in-charge. The work once assigned to be done in the prescribed period can not be delayed and to be completed in time. The work shall be supervised by the I/C of the sections. The data entry operators & allied workers are to be present in the sections during office hours for all the working days in a month.

**DETAILS OF WORK TO BE CARRIED OUT IN SECTIONS**

SI No	Name of the sections	Details of data entry work to be done
1	<b>SDE (Building/Elect), Cuttack</b>	Posting all the Electricity bills Cuttack SSA in ERP
		Cleared all the entered bills in ERP
		Preparation of payment details and send to Electricity Division & Cuttack SSA Sub-Division
		Download & Printing of Electricity Bills
		Letter Typing
2	<b>SDE/FM (Sales -CM)</b>	Pre-paid, Post-paid & MNP CAF Data Entry for activations made by DSAs/ STDPCOs/ RDs
		Activation Data processing Daily
		Pending CAF Report retrieval and contracting, retailers and franchise
		Tele-verification of MNP Nos, UPC resetting
		Daily Revenue Transaction & consumption for franchisees & RDs/Sub Dealer Transaction & consumption
		Monthly report for RDs & DSA/STDPCOs from Pyro & Sancharsoft
		Meeting related reports life Agenda, Score Card, Franchisee performance data etc.
		Processing of commission claim bills from franchisees (both CM & CFA products) and DSA/STDPCO (CM Products)
		Furnishing of transaction report as demanded by franchisees, RDs & DSAs
		Processing of wrong recharge cases, wrong transaction related cases
		All the data processing requirements of FM/RMCs & AGM (CM)
		Receiving complaints on Activation related problems from all the over the SSA
		Entering of official letters in MS WORD
		Assisting SDE (FM/Sales-CM) in Dealers-Tree Analysis, Sales reports and TDS reports generation
		Receiving complaints of Activation related problems/Sanchar Soft related problems from the channel partner
		Cleaning of dealer tree
		Creation of New Retailer C Top Up & verification
		Distribution of Sims of SDOPs/SDEs/Franchisee for Road Show
		Road Show CAF Collection, entry and MNP Tele verification etc
		Movement of MKTG/Sales related files
Misc office work		
3	<b>SDE (MM &amp; USO)</b>	Claim sheets of rural BB, Kiosks & VPTs
		Entry of NIMR, Fault in Sheets
		Data for HCL & NOVA PC Bunding scheme
		Preparing data for monthly RHDEL report (Closure & New connection)
		Billing Data retrieval from CDR for preparation of different types of report
		Data entry of scrapping materials of CK SSA
		Data entry of MM modules for ERP of Cuttack SSA
		MM, USO, Meeting Data, Misc and other entries

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<b>4</b>	<b>SDE (Store) OMP</b>	I/c store on line receive entry.
		On line issue voucher.
		Goods & gate pass.
		Stock balance Inventory wise ledger entry.
		Online issue statement & received statement.
		Cable movement Register management.
		Preparation of Challans.
		Mtce. Of Register for faulty Repair statement of power plant modules.
		Data entry Faulty Broadband modems & Wi-Max CPE.
		Mtce. Of register Faulty EPBT Issue Receive statement.
		Office letter Preparation.
		Preparation of monthly stock report.
		Preparation of monthly Faulty repair items report.
		Online indent entry.
		Other misc work as and when required
ERP related works		
<b>5</b>	<b>SDE (Sales-CFA) Uddan</b>	Online data entry in wings software
		Single record is passed through 7 web pages in wing s soft ware
		Retrieval of CALL-CENTRE SMS requests and its pursuance
		On-Line CAF (Prepaid SIM) entry is Sanchar Soft
		OFF-Line data entry of prepaid customer details
		Report generation
		DSAs bill checking
		DSA bill submission for pass/payment
<b>6</b>	<b>SDE (Computer)</b>	Entry of computer consumable items in the stock register
		Preparation of various IT related tender documents and quotations
		Online daily work entry in web site
		Projector management in different type of meeting
		Dealing with computer related consumable file & consumable items movement of computer section
		Entry of hardware and software faults of different computer systems in the fault register
		Misc letters preparation
		Maintaining the stock of all computer systems and peripherals
		<b>7</b>
E-Court Project work		
Shifting of Telephones entry		
Signature scanning and entry		
All India Shifting/restoration/facility entry/ Hotline , VPN over BB		
Mobile GPRS activation		
Misc Entry – LL Plan Change, Indicator Change		
Broad band / BB Plan change entry		
Landline Billing/ BB Enq		
Commercial related letters typing / All CDR related work		

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		WiMax /EVDO entry
		Sancharsoft application entry, checking of CAF and bundling
		Excel SIM replacement /new Cellone form/Cellone SIM replacement verification
		Misc Issue of Duplicate bill
		Misc bill inquiry and complaints
		Misc (TR Comm counter)
		Mobile enquiry for SIM replacement, validity and Magic Voucher
		Smile project report generation
<b>8</b>	<b>SDE (CAF) TB</b>	SIM Swap In (Post paid & Prepaid)
		Postpaid activation
		Postpaid to Prepaid conversion
		Prepaid to Post conversion
		MNP tele-verification
		MNP activation (Postpaid & Prepaid)
		Provision and withdrawal of facility to postpaid customer such as address change, plan change, STD/ISD, conference, voicemail, dataplan etc
		GPRS setting (through SMS and manual)
		Customer complaints (by handset, by sim PUK, PIN)
		Deactivation VAS, unwanted to SMS, Activation of DND
		CAF entry of outlet Prepaid/Postpaid/MNP
		CAF acceptance
		CAF checking
		CAF numbering
		CAF computering
		Document separation, unstapling, photo pasting
		CAF scanning
		Document stapling
		Re-bundling of CAF & storing
		VTM work a. Searching of VTM CAFs/Downloading of VTM CAFs from Server B. Checking of VTM CAFs C. Numbering of VTM CAFs & listing in computer D. Storing of the VTM CAFs in store room
		Letter typing & mailing
		Surrender of postpaid number
		Itemize billing (CDR)
		Staff related work in ERP
		Maintenance of CAF Store
<b>9</b>	<b>SDE (BB)</b>	Maintaining daily CDR activity (NTC, shifting, Closure, Disconnection & Reconnection)
		P3 Disconnection/reconnection/Plan change/VPN/Complaint entry
		Mpls Data entry
		Attending subscriber complaints on Help line telephone
		Typing various types of letter/reports
<b>10</b>	<b>A.O. (Sale)</b>	SIM, Paper Voucher Stock Issue
		Reconciliation of data between Sanchar soft & 3rd Party Software

Read, understood , complied & agreed

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		Monthly Report for RDs & DSA/STDPCOs from 3rd Party software for stock issue, Inventory & TDS, Daily Item-wise Sales, Cellone Sales Report etc) Arranging different stock i.e. Vouchers, SIMs in racks at the time of receiving stock from Circle office and at the time of issue number wise
<b>11</b>	<b>A.O. (TRD)</b>	A/C finalization of closed cases/ STD PCO cases and refund Adjustment / cancellation CDR refund memo print & letter / report other misc entry and enquiry details Write off of closed cases Preparation of minutes for adalat
<b>12</b>	<b>A.O. (TRC) TB</b>	Cheque entry Printing daily list Duplicate bill Bill enquiry and complaint Counter work at Assisting cash counter CAF entry in Sanchar soft of cymn/fancy no under AO TRC Reverse/transfer of wrong entry in wrong account no of payment in CDR Reconciliation of wrong entry at on line counter/ Dishonour of cheques
<b>13</b>	<b>A.O. (TRB)</b>	STD Details/Adjustment/CCL preparation, Debit voucher Bill related request & Misc entry All types of report generation, preparation & printing Pleader notice/Adalat/ address change/ postal correspondence etc Write off of Inactive nos/ Supplementary bill printing Printing of duplicate bill for not getting bill through postal or SDO's Mailing of BB details, Bills reports of commercial important customer Manual ringing of OB & ICB List DATA Checking of claim against U.S.O. VPT and other BB Game demand file etc Reconciliation of land line bill traffic and plan for any rectification Landline bill preparation in Exchange & SDCA wise after bill generation for printing from ITPC server Landline bill sorting in SDO wise of bill amount greater than 2000/-
<b>14</b>	<b>A.O. (SL)</b>	Payment noting of computer vouchers collected from post offices, Banks, Adalat, through NEFT and other franchise Other payment voucher (WiMAX & D/N) Postal schedule entries TR/IUC S. Ledger in Fox-Pro and report generation Customer disposal relating to payments noting billing detail, BB Queries etc Manual Ringing of outstanding list Reconciliation of primary abstract and schedule ECS form entry, preparation of CES statement with verification and processing the ECS file
<b>15</b>	<b>A.O. (Planning)</b>	Ty advance sanction memo/ ACE-II Accounts/ ATD/ATC detail entry Estimate register detail entry Preparation of payment list and funds requisition All SDOP/SDEP/SDOT Inventory detail entry All inventory/ Asset related report preparation in ERP Man days & completion certificate detail entry in ERP WIP/JV register/ Other reconciliation work Asset inventory entry Misc. & Audit related/regular letter writing Preparation of Cenvat documents
<b>16</b>	<b>A.O. (Mobile)</b>	Issue of duplicate bills for Mobile, WLL & WiMAX

Read, understood , complied & agreed

Signature & seal of bidder with Date

		Preparation of Defaulter notice for Mobile, WLL and Wimax
		Cheque feeding for Mobile, WLL and Wimax
		Bill adjustment/cancellation/ Write off of closed cases for Mobile, WLL and Wimax
		Closed cases finalization for Mobile, WLL and Wimax
		Ringing after pay by date and OG bar for Mobile, WLL and Wimax
		Preparation of TDS statement on CTOP UP Transactions
		Daily collection Voucher (AO Bank) noting for CMTS Revenue
		Primary Abstract entry for CMTS revenue
		SIM Statement entry for CMTS Revenue statement
		Bill enquiry & Misc report
		Shorting of CTOP up voucher date wise/monthwise (Collected from all Franchise/RDs)
		Preparation of Refund letter for Mobile, WLL and Wimax
		E-Mailing of Bills of Mobile, WLL and Wimax
		C-Topup reconciliation
		Dispatch of CUG Bills to SDOs
<b>17</b>	<b>A.O. (Cash)</b>	Preparation of all files related to GPF, Festival, temporary advance, medical, TA & LTC
		Up-dation of balance detail, mtce of various bills & voucher all cashier work
		Ledger Entry of contractors, suppliers, DSA etc
		Preparation of schedules like Sale Tax, Income Tax, GST etc.
		Preparation of various reports and monthly statement as per requirement
		Preparation of electrical division, civil division and Tax related work
		Preparation of statement of sales tax of contractors GMTD, Electrical, Civil Division
		Verify cheques issue related work of Ex subscriber
		Printing of letter GPF, GSU & other
<b>18</b>	<b>A.O. (Bank)</b>	Feeding of cheque in computer in Foxpro package daily received from different counters both offline/online
		Assist with Bank Reconciliation report-Linked
		Typing & printing of various reports & letters/cash flow statement

**Note:- The work described as above in the sections are variable. Any new/existing work may be included/excluded in any section as per requirement.**

**SECTION-II (C)**  
**SCHEDULE OF RATES**

The Schedule of Rates to be paid to the contractor (Bidder) excluding GST (which will be paid by BSNL to the contractor extra as applicable) to provide each operator & allied worker for one day by the bidder in accordance with per day wages fixed by Dy. Chief Labour Commissioner (C), Bhubaneswar w.e.f. date 01.04.2019 onwards is as under :-

Sl. No	Description	Amount (in Rs.)	
1	2	3	
1	Daily wages of one labour w.e.f. date 01.04.2019 onwards as prescribed by Dy. CLC(C), Bhubaneswar. (Rates for different category in Urban area only)	1. US:- 487.00 3. S:- 645.00	2. SS:-551.00 4. HS:- 710.00
2	Employer's (Contractor's) share of EPF contribution for per day per labour @12%+ 0.50% as administrative charges of EPF Dept. + 0.50% as EDLI Charges of EPF Dept. = @ 13 % of amount under column No-3 against sl. No-1 of this table. (EPF component)	1. US:- 63.31 3. S:- 83.85	2. SS:-71.63 4. HS:- 92.30
3	Employer's (Contractor's) share of ESI contribution for per day per labour @ 4.75% of amount under column No-3 against Sl. No-1 of this table. (ESI component)	1. US:- 23.13 3. S:- 30.64	2. SS:-26.17 4. HS:- 33.73
4	Employer's (Contractor's) service Charges for providing per day one worker in percentage of amount under column No-3 against Sl. No. 1 of this table, as applicable to be quoted by the bidder in figures & words in the rate sheet of financial bid at Rate Sheet of <b>Section V.</b>	A fixed percentage of Item 1 above	

The requirement of minimum 1(one) to maximum No. of 37 Data Entry Operators & allied workers on any working day of the month with the strict condition that maximum 26 (twenty six) working days are permissible in each month for each and every individual to be provided to all sections by the contractor as per actual requirement of concerned section in charge of BSNL, Cuttack SSA.

**Note: -**

1. The rate of per day wages during the period of contract will be as per the rates communicated by the Dy. Chief Labour Commissioner (C), Bhubaneswar from time to time.
2. The Employers (Contractor's) share of EPF contribution and Employer's (Contractor's) share of ESI contribution to be paid to the contractor (Bidder) will be based on the rates referred to at Note-1 above.
3. The Employer's (Contractor's) share of service charge for providing per day per labourer will be in percentage rate of amount of wages per day as on 01.04.2019 and as mentioned in column No.3 against Sl. No-1 of the above table. The above mentioned amounts shown under No.3 against Sl. No.1, 2 & 3 of above table and approved L-1 percentage service charges of the successful bidder against Sl.No.4 for this tender will be allowed to change automatically with the change of VDA in every six months in accordance with per day wages to be revised by Dy. Chief Labour Commissioner (C), Bhubaneswar. This change of rate of system will be applicable till completion of tender period.

Read, understood , complied & agreed

Signature & seal of bidder with Date

### **SECTION – III**

#### **SAFETY, SECURITY AND OBSERVANCE OF LABOUR LAWS:**

- 1) The contractor will be responsible for the safety and security of labour employed by him for execution of the work. He will be required to insure each labourer as per labour laws. The contractor will ensure safe working by observing proper safety precautions.
- 2) The contractor will be required to abide by the labour laws enacted from time to time by the central Govt Maintenance and observance of any or all of the statutory labour laws will be the sole responsibility of the contractor. The claims arising out of injury, causality or anything else to the worker/labourer employed by the contractor will be the sole responsibility of the contractor.
- 3) The payment should be made as per the labour laws subject to maximum of 26 days in a calendar month.
- 4) Under the provisions of the workmen's compensation Act, in case any compensation is paid by BSNL to a workman/labourer employed by the contractor in execution of the work the same will be recovered from the contractor either from the bill preferred by him or by adjustment from his security deposit money.
- 5) Before commencement of work, the contractor should obtain a valid license by virtue of the provisions of the Contract Labour Regulation and Abolition Act. 1970 and of the Contract Labour Regulation & Abolition contract Rule, 1971 and continue to have valid license during the period of contract, when the existing license is expired. The contractor shall be responsible for any contingency arising out of his failure to obtain and have a valid license.
- 6) The contractor should ensure that no labourer below the age of eighteen years is employed by him on the work.
- 7) The wages paid by the contractor to the labourer employed by him should not be less than the fair/minimum wages as defined in the CPWD contractor's labour regulation or as per the provision of Central Labour (Regulation & Abolition) Rules, 1971, whichever is applicable.
- 8) Under the provision of minimum wages Act.1948 and the minimum wages (central Rules), 1950, the contractor should allow the labourers employed by him on work one day rest against six days continuous work.
- 9) The contractor shall maintain "Muster Roll" in respect of all workmen employed by him on the work in contract from XVI of the CL (R&A) Rules, 1971.
- 10) The contractor should comply with all the rules framed by the Central Government from time to time for the protection of health and sanitary arrangement for workers employed by him.
- 11) The contractor shall maintain a Register of persons employed on work on contract in from XII of the C.L (R & A) Central Rules, 1971.
- 12) The contractor should carry out the work in such a manner that it will cause minimum hindrance to the traffic.
- 13) The contractor shall maintain register of accidents, in such form as may be convenient at the work place. Also other necessary registers are to be maintained by the contractor for labourers employed by him.
- 14) The contractor shall allow inspection of all the prescribed labour records to any of his workers or to his agent at a convenient time and place, after due notice is received or to the labour officer or to any other person authorized by BSNL on its behalf.
- 15) The contractor shall before commencement/commences his work on contract, display and correctly maintain and continue to display and correctly maintain in a clean and visible condition in conspicuous place of work, notices in English and in the local Indian languages spoken by majority of workers, giving the minimum rates of wages fixed under the minimum wages Act, the actual wages being paid, the hours of work for which such wages and other relevant information.
- 16) The contractor shall submit periodical returns as may be required / prescribed from time to time.
- 17) The labours engaged by the contractor will not claim any employment in the BSNL at any time in future. This should be clearly brought to the notice of the labourers / workers by the contractor.

## SECTION-IV

### INSTRUCTIONS TO BIDDERS & GENERAL CONDITIONS OF TENDER

#### A) DEFINITIONS

1. “BSNL” or "The Nigam" or “The Tendering Authority” means Bharat Sanchar Nigam Limited (A Govt. of India Enterprise) acting on behalf of the President of India and represented by the General Manager Telecom District, Cuttack.
2. “**The Contractor**” means the individual or firm providing data entry works under the contract.
3. “**The work order**” means the order placed by the user on the contractor signed by the user including all attachments and appendices thereto and all documents incorporated by reference therein. The work order shall be deemed as “Contract” appearing in the document.
4. “**The Service**” means the Data Entry work which the contractor is required to provide to the user under the contract.
5. “**The Contract Price**” means the price payable to the contractor under the work order for the full and proper performance of its contractual obligations.
6. “**The letter of intent**” means the intention of the user to place the work order on the bidder.
7. “**E-Tender Portal**” means the website “www.tenderwizard.com/BSNL” of M/s ITI Limited who is providing e-Tendering solution to BSNL.
8. “ETS” means the Electronic Tendering System through the e-Tender Portal.
9. “**Customer ID**” means: - An ID to be created by each bidder at marketing section to enable to BSNL for receiving of tender document fee & EMD.

#### B) SCOPE OF TENDER:

The scope of the tender is to provide **37 (Thirty seven)** labourers (May increase or decrease with the discretion of the General Manager of the District), to carry out the data entry for various activities as detailed in Section-II (B) in various sections in O/o Principal General Manager Telecom District, BSNL, Cuttack.

#### **3. ELIGIBLE BIDDERS**

As per clause-5 of DNIT, Section-1

(The individual/firm/company black listed by BSNL can not participate in the tender)

#### **4. COST OF BIDDING**

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

#### **5. BID DOCUMENT**

Bid document includes the following Sections:

Sl. No	Description	SECTION NO.
1	NOTICE INVITING TENDER	I
3	REQUIREMENT OF DATA ENTRY OPERATORS & ALLIED WORKERS, SECTION/UNIT WISE	II (A)
4	SCOPE, SPECIFICATION & DESCRIPTION OF WORK TO BE CARRIED OUT	II (B)
5	SCHEDULE OF RATES	II (C)
6	SAFETY, SECURITY AND OBSERVANCE OF LABOUR LAWS	III
7	INSTRUCTIONS TO BIDDERS & CONDITIONS OF TENDER	IV
8	FINANCIAL BID (RATE SHEET)	V
9	CHECK LIST OF DOCUMENTS	VI
10	FORMATS FOR DECLARATIONS, UNDERTAKINGS, AGREEMENTS AND CERTIFICATES ETC	VII

#### **6. CLARIFICATION ON BID DOCUMENTS**

**6(a).** A prospective bidder, requiring any clarification of the Bid Documents shall notify the Tendering authority in writing or FAX or at the Tendering authority’s mailing address indicated in the NIT. The Tendering authority shall respond in writing to any request for clarification of the Bid Documents, which it receives

Read, understood, complied & agreed

Signature & seal of bidder with Date

**before 7 days of last date of 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.

**6(b).** Any clarification issued by BSNL in response to query raised by prospective bidders shall form an integral part of bid documents and it may amount an amendment of relevant clauses of the bid document.

#### **7. DOCUMENTS TO BE SUBMITTED FOR BID**

- a) The details of documents to be submitted through online in e-Tender Portal are as detailed at **Section VI**. If any one of the above items required to be submitted along with the Technical bid is found wanting, the offer is liable to be rejected at that stage.
- b) Documents in original should be submitted for verification as required by the Tendering Authority.
- c) The bidder will verify the genuineness and correctness of all documents and certificates including experiences/performance certificates, submitted by the bidder or any other firm /associates before submitting them in the bid. The onus of proving genuineness of the submitted documents would rest with the bidder.
- d) As per the requirement of the tender's 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/SD) 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/individual. In case contract has already been awarded to the bidder, then PBG/SD 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/individual. An undertaking to this effect should be submitted by the bidder as per format at **Annexure-K of Section-VII**.

#### **8. AMENDMENT TO BID DOCUMENT**

- 8(a). At any time, prior to the date of submission of bid, tendering authority may, for any reason whether at its own initiative or in response to a clarification required by a prospective bidder, modify the bid documents by amendments.
- 8(b). The amendments shall be notified in the E-Tender Portal and these amendments will be binding on them.
- 8(c). 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 suitably for the submission of bids.
- 8(d). It is the sole responsibility of the bidder to confirm from the E-Tender Portal and/or from the following contacts regarding amendments, if any, or any other clarifications before uploading of the tender document

ITI Tender Wizard Help Desk Contact	<i>Shri Sanjib Mohapatra, 09937488749,07377708585, between 10:30 hrs to 17:00 hrs from 22.05.2019 to 12.06.2019 <a href="mailto:twhelpdesk404@gmail.com">twhelpdesk404@gmail.com</a></i>
BSNL Contact-1	<i>Sri A.K. Giri, AGM (NW-PLG-CFA) O/o GMTD Cuttack Tel.No.0671-2304440, Mob.No. 9437082288 between 10:30 hrs to 17:00 hrs from 22.05.2019 to 12.06.2019</i>

#### **9. PREPARATION OF BID DOCUMENTS – TECHNICAL BID & FINANCIAL BID**

It is a two bid system and the bid prepared by the bidder shall comprise Technical Bid and Financial Bid and should be prepared as per **Clause 15 of this Section**.

#### **10. BID FORMS**

The bidder shall fill in the tender document in all respects, sign on all pages along with seal of the firm if any and upload the required scanned documents as per **Section-VI** of the same in e-Tender Portal.

#### **11. BID PRICE**

The bidder shall quote rate as per schedule given in **Section V**.

#### **12. COMPLIANCE**

The bidder should ensure unconditional clause- by – clause compliance with all the terms and conditions of the tender document and a declaration to the effect in **Annexure C of section VII** should be given along with bid document.

#### **13. A. BID SECURITY/EMD**

- a) The bidder must deposit the amount as Bid Security (EMD) as per DNIT, Section-1. The Bid Security shall be submitted in the form of Demand Draft purchased after the date of NIT, in the form of crossed

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Signature & seal of bidder with Date

DD from any Nationalized / Scheduled bank drawn in favour of AO (Cash), O/o GMTD BSNL Cuttack payable at Cuttack. The payment can also be made through online banking/RTGS/NEFT, as per **clause 2(a) of Section-1**

- (b) The successful bidder's bid security will be released on receipt of their LOI and furnishing the performance bank guarantee.
- (c) The Bid security of unsuccessful bidder will be discharged / returned as early as possible within 30 days time of the finalization of the tender or expiry of bid validity period.
- (d) **A BID WITHOUT BID SECURITY SHALL BE TREATED AS NON-RESPONSIVE AND SHALL BE REJECTED BY THE TENDERING AUTHORITY.**
- (e) **The MSME bidders are exempted from payment of bid security**
  - i) A proof regarding valid registration with body specified with ministry of MSME like DIC, NSIC, KVIC etc for the tendered items will have to be attached alongwith the bid.
  - ii) The enlistment certificate issued by MSME bodies should be valid till the date of opening of tender.

#### **B.FORFEITURE OF BID SECURITY/EMD**

##### **The Bid Security/EMD may be forfeited**

- a. If the successful bidder backs out to accept the tender and/or does not deposit the Performance Security Deposit @ 5% of estimated costs of tender, or,
- b. The successful bidders do not come for execution of agreement after deposit of performance security deposit within the scheduled time;
- c. withdraws his bid during the period of bid validity specified by the bidder in the bid form;

#### **14. FORMAT AND SIGNING OF BID**

14.1. The bidder shall submit his bid, online complying all eligibility conditions, other terms and conditions of tender document to be read along with the clarifications and amendments issued in this respect. All the documents must be authenticated, using Digital Signature by the authorized person. **The letter of authorization shall be indicated by written power-of-attorney accompanying the bid.**

**Note:-**The Purchaser may ask the bidder(s) to supply, besides original bid, additional copy of bids as required by him.

14.2. 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. All pages of the original bid, except for un-amended printed literatures, shall be digitally signed by the person or persons signing the bid.

##### **14.3 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 concerned states(s) and the same be attested by a Notary public or registered before Sub-registrar of the state(s) concerned.
- (b) The power of Attorney be executed by a person who has been authorized by the Board of Directors of the bidder in this regard, on behalf of the Company/ institution/ Body corporate.
- (c) In case of the bidder being a firm, the said Power of Attorney should be executed by all the partner(s) in favour of the said Attorney.
- (d) Attestation of the specimen signatures of authorized signatory by the Company's/ firm's bankers shall be furnished. Name, designation, Phone number, mobile number, email address and postal address of the authorized signatory shall be provided.
- (e) Original 'Power of Attorney' in case person other than tenderer has signed the tender documents.

**Note:- In case the Power of Attorney authorized by company/partnership firms to any of their directors/ partnership holder, this specimen signature of authroised signatory should be attested by the company's / firm's banker.**

#### **15. PREPARATION & SUBMISSION OF BIDS**

##### **I) Contents of the Bid:**

The bid contains three parts –

##### **Part A:** The First Part (Envelope) should contain

- I. **■** Crossed DD towards EMD/ Bid Security/FDR as per DNIT
- II. Crossed DD towards cost of tender document as per DNIT.
- III. Power of attorney in original (If applicable) .

Note:

- i. This Envelope containing the original DDs (For EMD & Cost of tender paper) and original Power of Attorney (if applicable) with superscription "Tender for Providing manpower to carryout Data Entry & allied work in Cuttack Telecom District, NIT No. PLG/G-207/2018-19 addressed to **AGM (NW-PLG-CFA) O/o GMTD, Cuttack should reach, Doorsanchar Bhawan, 1<sup>st</sup> Floor Room No-208, O/o G.M.T.D, Cuttack Link Road, Cuttack-753012** by Registered/ Speed Post or by dropping in the Tender Box available in the **Room**

Read, understood , complied & agreed

Signature & seal of bidder with Date



No. 208 of above address, in due date and time. If any postal delay, the document can not be entertained and will be returned.

- ii. The scanned copies of the crossed DD/FDR towards BID security (EMD), crossed DD towards cost of bid document & Power of attorney (If applicable) have to be uploaded in the e-Tender Portal of M/s ITI along with the particulars of DD.
- iii. In case the payment of tender document fee & EMD is made through e-payment, FDR & the power of attorney in original (if applicable) shall be submitted as above.

**Part B:** The Second part relates to uploading of scanned documents required for Technical Bid as per **Section VI** in the appropriate place of the e-Tender Portal.

**Part C:** The third part relates to uploading of **Financial Bid** containing the Price schedule in **excel format** filled carefully in the appropriate place of the e-Tender Portal.

## **II. SUBMISSION OF BIDS:**

- a. All the clauses of the bids must be complied with and price bid must be quoted online by the bidders before the locking/closing time of the bid as per NIT
- b. Scanned documents wherever necessary are to be uploaded in the appropriate places of the document.
- c. The BSNL may, at its discretion, extend this deadline for the submission of the bids by amending the bid document in accordance with NIT in which case all rights and obligations of the BSNL and bidders previously refer to the deadline will thereafter be subject to the extended deadline.

## **16. LATE BIDS, MODIFICATIONS AND WITHDRAWAL OF BIDS**

- a. After the Locking Time, no bidder can submit the bid.
- b. The bidder may withdraw his bid after submission prior to the deadline prescribed for submission of bids. The bidder's withdrawal shall have to be online and digitally authenticated.
- c. No bid shall be modified subsequent to the deadline for submission of bids as above.

## **17. BID OPENING AND EVALUATION**

- a. Financial bids & Technical bids shall be submitted by the bidder at the same time. The bids will be opened in two stages. The Tendering Authority will open the technical bids in the presence of bidders or their authorized representatives on the due date as noted in NIT. The bidder or one of his authorized representatives shall be permitted to attend the bid opening. Authorization letter to this effect shall be submitted by the bidders before they are allowed to participate in bid opening as **per Annexure G in Section VII**. The bidders can view the opening details after the Tendering Authority opened them.
- b. The bidder or his representative, who is present, shall sign in tender opening register
- c. The date fixed for opening of bids, if subsequently declared as holiday by BSNL, the revised date of schedule will be notified in the e-Tender Portal. However, in absence of such notification, the bids will be opened on the next working day, time remaining unaltered.
- d. Technical bids will be evaluated by the Tendering Authority and after completion of the technical Evaluation; the eligible bidders list for the financial bid opening will be made available in the e-Tender Portal.
- e. Opening date and time of Financial Bid will be notified in the e-Tender Portal after opening of the Technical Bid.

## **18. PLACE OF OPENING OF TENDER BIDS**

Authorized representatives of bidders (i.e. vendor organization) can attend the Tender Opening Event (TOE) at **“Room-208, 1<sup>st</sup> Floor, Door Sanchar Bhawan, Link Road, Cuttack-753012”**, where BSNL's Tender Opening Officers would be conducting through online e-Tender as noted in NIT. If due to administrative reasons, the date and venue of e Bid opening is changed, same will be displayed prominently in the notice board of the e-Tender Portal.

## **19. PRELIMINARY EVALUATION**

- 19(a). Tendering authority shall evaluate the bids to determine whether they are complete in all respects, whether any computational errors have been made, whether required sureties have been furnished etc.
- 19(b). Prior to the detailed evaluation, the Tendering authority will determine the substantial responsiveness of each bid to the Bid documents.

Read, understood , complied & agreed

Signature & seal of bidder with Date



- 19(c). For purposes of these clauses, a substantially responsive bid is one, which conforms, to all the terms and conditions of the Bid documents without any material deviation. The tendering authority's determination of bid's responsiveness shall be based on the contents of the bid itself without recourse of extrinsic evidence.
- 19(d). 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. The tendering authority shall not be bound to show the reasons/causes of rejection of the bid.
- 19(e). 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.
- 19(f). The tendering authority reserves the right to verify the original documents prior to opening of Financial bid

## **20. EVALUATION AND COMPARISON OF SUBSTANTIALLY RESPONSIVE BIDS**

- 20(a). The Tendering authority shall evaluate and determine as to whether the bid is substantially responsive or not as per above conditions.
- 20(b). L-1 will be evaluated on lowest value quoted, considering only the substantially responsive bids.
- 20(c). Tendering authority may negotiate with L1 bidder only or can make counter offer of the same L1 negotiated price to other successful bidder(s). However, BSNL reserves the right to award the work to multiple bidders as per the norms of multiple bidders i.e one bidder 100% ,two bidders 60:40

## **21. CONTACTING THE TENDERING AUTHORITY**

- 21(a). Subject to seeking clarifications on e-tendering and tender document, 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.
- 21(b). 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.

## **22. AWARD OF CONTRACT & CONTRACT PERIOD**

- 22(a) The BSNL shall consider award of contract only to the eligible bidder whose offers have been found technically, commercially and financially acceptable subject to fulfillment of all required labour laws and rules as applicable from time to time. Tendering authority shall consider placement of letter of intent to the bidder whose offers have been found *technically, commercially and financially* acceptable. The bidder shall within 2 weeks of issue of letter of intent, give his acceptance along with performance security in conformity with **Section 22(d)** of this Section. The tendering authority shall have the right to keep more than one contractor.
- 22(b) The work against the tender **is for two years** requirement and the terms and conditions of this tender shall be operative for a period of two years from the date of signing of agreement between the BSNL and the Contractor.
- 22(c) The rates agreed upon shall be valid for a period of two years from the date of signing of agreement. The agreement will be normally for **two years** and can be extended for another **one year** with same approved rates & with same terms and conditions of the tender.
- 22(d) **Performance Security Deposit (PSD):** The Bidders shall furnish Performance Security Deposit in the format at **Annexure – F of Section VII** for an amount of 5% of the estimated cost of the tender, in the form of Bank Guarantee from a Nationalized/ scheduled Bank for a period of 3 (Three) years in favour of A.O. (Cash), BSNL, O/o G.M.T.D., Cuttack payable at Cuttack as awarded by the GMTD, Cuttack. The PSD is to be deposited within 14 (Fourteen) days from the date of receipt of letter of acceptance or letter of intent failing which their EMD or bid security may be forfeited and tender may be cancelled.
- 22(e) **The Performance Security Deposit may be forfeited in part/ whole in case of:**
- The successful L-1 bidder do not execute agreement as per tender condition or unsatisfactory service by the contractor.
  - Theft or misappropriation of articles of BSNL by the employees of contractor.
  - Damage caused to the BSNL's assets and damage / loss to store issued to any employee(s) of the contractor.
  - Withdrawal of the successful tenderer from the contract before its expiry without giving proper notice as specified in the tender terms and conditions of this tender document.

## **23. SIGNING OF CONTRACT AGREEMENT:-**

Read, understood , complied & agreed

Signature & seal of bidder with Date

The successful tenderer shall be required to execute an agreement on a non-judicial stamp paper of Rs. 100/- (Rupees one hundred only) at his own cost as per the enclosed proforma within 14 (Fourteen) days from the date of receipt of LOI in this office. In the event of failure of the tenderer to sign the agreement within 14(Fourteen) days or in the event of his failure to start the work as stipulated in the work order, then the amount of bid security (EMD) shall be forfeited by BSNL and the acceptance of the tender shall be considered as revoked.

#### **24. PREPARATION & SUBMISSION OF BILL**

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

- a. Copy of Attendance Sheet for the month for which the bill is claimed.
- b. Copy of wages Register extract mentioning the details of wages in respect of each worker duly countersigned by the Controlling officer for the month for which the bill is claimed.
- c. Certificate from the controlling officer of the section/unit, mentioning the details of the work carried out by the engaged worker.
- d. E-payment receipt in original from bank/Certificate from Contractor that payment of wages was debited from his (contractor's) account on \_\_\_\_\_ (date).
- e. A list of workers engaged against the work order each month.
- f. The copy of receipt towards payment of EPF, ESI, etc. along with list of workers indicating the EPF/ ESI code, amount etc against each labourer (beneficiary), for the previous month.
- g. Copy of the Work Order issued by concerned officer.
- h. List of labourers along with bank A/c No., EPF A/c No. ESI A/c No.
- i. The contractor has to submit the payment challans of statutory dues, i.e., for GST, EPF, ESI, etc. along with the bill for the last month of the tender period in addition to other documents as mentioned above.

The above bill shall be submitted by the contractor to the A.O. (Planning), of this office by 7<sup>th</sup> of the following month positively.

#### **25. DISPUTES IN TENDER FINALIZATION:**

In the event of any disputes arising out of finalizing of tender agreement or any other matter relating to this tender, the decision of GMTD Cuttack shall be final and binding on all concerned.

#### **26. DISQUALIFYING CLAUSE:**

The BSNL reserves the right to disqualify such bidders who have a record of not meeting the contractual obligations against earlier contracts entered into with the BSNL. The terms and conditions enumerated above shall be binding and the bidders shall have to accept them in writing along with tender.

#### **27. PENALTY CLAUSE**

- a) In case of failure to provide the labor 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 laborers on or before 7<sup>th</sup> 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 thereof 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) The bills should be submitted within 7<sup>th</sup> of every month. **For delay of 1 week 0.2% of total value of service charge** will be deducted from the bill; **for one month delay 5% of total value of service charge** will be deducted.
- e) However the GM of the district reserves the right to grant any relief of the penalty considering the circumstances on the appeal made by the contractor.

#### **28. Termination of Contract by BSNL**

The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the service supplier, terminate this contract in whole or in part

- a) If the service supplier fails to deliver his service within the time period(s) specified in the contract, or any extension thereof granted by the purchaser.
- b) if the service supplier fails to perform any other obligation(s) under the Contract.

#### **29. SPECIAL TERMS AND CONDITIONS OF THE CONTRACT**

Read, understood , complied & agreed

Signature & seal of bidder with Date

- a) The nature of data entry work is typing of letters, preparing statements, documents, excel sheets etc. as per **section-II (B)**.
- b) The data will be provided on as per either in raw form or in the shape of different Input forms.
- c) The software programme as well as the data entry machines shall be made available by BSNL. The data entry shall have to be done at the premises of the office of BSNL.
- d) The data entry shall be made on the PCs/terminals provided by BSNL. The operator/workers must have basic knowledge in data entry work, working with MS word, MS Excel, FoxPro, CDR, ERP, Kanan FX etc.
- e) 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, Cuttack shall be final and binding in this regard.
- f) The user 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.
- g) The General Manager, Telecom District, Cuttack shall supervise the work through his representatives.
- h) In case of any dispute arising during the execution of the work, the decision of the General Manager, Telecom District, Cuttack shall be final & binding.
- i) (a) The data entry operator & allied worker, 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.
  - (b) GMTD, Cuttack, will examine such cases as mentioned at (a) 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.
  - (c) Bidder or the data entry operator/worker 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 en-cashed in full or in part. In this regard, the decision of GMTD, Cuttack, shall be final.
  - (d) The contractor shall be responsible for the proper and careful working of the operator(s) and worker(s) so engaged by him. Any loss due to non performance by the operator(s) worker (s), shall be made good by the operator, besides removing such operator from engagement.
  - (e) As penalty, he will be black-listed in the entire Orissa Telecom Circle and barred from doing any data entry work in BSNL.
  - (f) 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 encashed in full, apart from taking suitable action.
- j) The contractor is liable to comply with all statutory requirements of labour laws in so far as payment to full time data entry operators & allied workers 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. If BSNL is required to pay any amount in any connection it will be at the risk & cost of the contractor.
- k) Muster roll has to be maintained by the contractors in respect of contract labourers engaged by them.
- l) 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, as per payment made by BSNL.
- m) The contract labourers engaged by the contractors may be covered under ESI and EPF scheme by the contractor himself as per rules.
- n) The contractor will issue employment cards to engaged contract labourers.

### **30. RIGHT TO VARY QUANTITIES & PERIOD**

BSNL will have the right to increase or decrease up to **25% quantity** of work without any change of terms and conditions at the time of award of the contract.

### **31. ANNULMENT OF AWARDS**

Failure of the successful bidder to comply with the requirement of Clause-22 shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security in which event tendering authority may make the award to any other bidder at the discretion of tendering authority or call for new bids.

### **32. PERIOD OF VALIDITY OF BIDS**

- (a) Bid shall remain valid for **120** days from date of opening of the bid. A BID VALID FOR A SHORTER PERIOD SHALL BE REJECTED BY BSNL AS SUBSTANTIALLY NON-RESPONSIVE BID.
- (b) A bidder accepting the request of tendering authority for an extension to the period of the bid validity in exceptional circumstances will not be permitted to modify the bid.

Read, understood , complied & agreed

Signature & seal of bidder with Date

### **33. 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.

### **34. REJECTION OF BID**

The bid will be rejected in case of :-

- i. Non-submission of required documents as per **Section VI.**
- ii. Bid quoted with conditional rates.
- iii. Non-submission of bid security & document fee
- iv. Incomplete of bid

### **35. DEBARRING CONDITIONS**

- Sub-contracting of the work will debar and disqualify a successful bidder.
- BSNL reserves the right to disqualify such bidders who have a record of not meeting contractual obligations against earlier contract entered into with BSNL.
- The engagement and employment of unskilled, semi-skilled, skilled or any other labourers and payment of wages to them as per existing provisions of various central labour laws and regulations is the sole responsibility of the contractor and any breach of such laws or regulations shall be deemed to be breach of this contract.
- BSNL reserves the right to blacklist a bidder for a suitable period in case he fails to honour his bid without sufficient ground.

### **36. NEAR-RELATIONSHIP CERTIFICATE**

36.1. The bidder should give a certificate that none of his/ her near relative, as defined below, is working in the units where he is going to apply for the tender. In case of proprietorship firm 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 the Directors of the company excluding Government of India/ Financial institution nominees and independent non-Official part time Directors appointed by Govt. of India or the Governor of the state and full time Directors of PSUs both state and central. 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 firm or the concerned person.

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

36.3 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) and daughter's husband (son in law), brother(s) and brother's wife, sister(s) and sister's husband (brother in law).

36.4. The format of the certificate is given in Annexure-D of Section-VII.

### **37. VERIFICATION OF DOCUMENTS AND CERTIFICATES**

The bidder will ensure that all the documents and certificates, including experience/ performance and self certificates submitted by him are correct and genuine before enclosing them in the bid. The onus of proving genuineness of the submitted documents would rest with the bidder.

If any document/ paper/ certificate submitted by the participant bidder is found / discovered to be false / fabricated / tempered / manipulated either during bid evaluation or during award of contract or thereafter, then the Purchaser will take action for rejection of tender/contract & forfeiture of EMD/Performance Security Deposit.

### **38. Force Majeure:**

If any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reason of any war, or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (Hereinafter referred to as events) provided notice of happenings, of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such events be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such on performance or delay in performance under the contract shall be resumed as soon as practicable after such an event may come to an end or cease to exist, and the decision of BSNL as to whether the supplies have been so resumed or not shall be final and conclusive, provided further that if the performance in

Read, understood , complied & agreed

Signature & seal of bidder with Date

whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days either party may, at his option terminate the contract.

### **39. Arbitration:**

- In the event of any question, dispute or difference arising under this agreement or in connection there-with except as to matter the decision of which is specifically provided under this agreement, the same shall be referred to sole arbitration of the CHIEF GENERAL MANAGER Telecom BSNL, Orissa Circle Bhubaneswar or in case his designation changed or his office is abolished then in such case to the sole arbitration of the officer for the time being entrusted whether in addition to the functions of the Chief General Manager BSNL, Orissa Circle Bhubaneswar or by whatever designation such officers may be called. The award of the arbitrator shall be final and binding on the parties.
- The venue of the arbitration proceeding shall be the O/O the Chief General Manager BSNL Orissa Circle Bhubaneswar or such other places as the arbitrator may decide. The following procedure shall be followed.
- In case parties are unable to reach a settlement by themselves, the dispute should be submitted for arbitration in accordance with contract agreement.
- There should not be a joint submission with contractor to the sole arbitrator.
- Each party should submit its own claim severally and may oppose the claim put forward by the other party.
- The onus of establishment his claims will be left to the contractor.
- Once a claim has been included in the submission by the contractor, a modification thereof will be opposed.
- The “point of defence” will be based on actual conditions of the contract.
- Claims in the nature of ex-gratia payments shall not be entertained by the Arbitrator as these are not contracted.

### **40. Set Off:**

- Any sum of money due and payable to the contractor (including security deposit refundable to him) under this contract may be appropriated by BSNL and set off the same against any claim of BSNL for payment of a sum of money arising out of this contract or under any other contract made by contractor with BSNL.
- In the event of said security deposit being insufficient, the balance of total amount recoverable as the case may be shall be deducted from any such due to the service provider under this or any other contract with BSNL. Should this amount be insufficient to cover the said full amount recoverable, the service provider shall pay to BSNL on demand the balance amount, if any, due to BSNL within 30 days of the demand by BSNL.
- If any amount due to the company is so set off against the said security deposit, the service provider shall have to make good the said amount so set off to bring the security deposit to the original value immediately by not later than 10 days.

### **41. COURT JURISDICTION**

- 41.1 Any dispute arising out of the tender/ bid document/ evaluation of bids/ issue of LOI shall be subject to the jurisdiction of the competent court at the place from where the NIT/ tender has been issued.
- 41.2 Where a contractor has not agreed to arbitration, the dispute/ claims arising out of the Contract/ PO entered with him shall be subject to the jurisdiction of the competent Court at the place from where Contract/ PO has been issued. Accordingly, a stipulation shall be made in the contract as under.  
“This Contract/ PO is subject to jurisdiction of Court at Cuttack only”.

### **42. E-TENDERING INSTRUCTIONS TO BIDDERS**

The instructions given below are ITI’s e-tender portal centric and for e-tenders invited by the General Manager Telecom District, Cuttack of Odisha Circle only.

#### **A. General:**

- a. Submission of Bids only through online process is mandatory for this Tender for conducting electronic tendering, the Tendering Authority is using the e-Tender Portal (<https://www.tenderwizard.com/BSNL>) of M/s ITI Limited, a Government of India Undertaking.
- b. For participating in this tender online, the following instructions are to be read carefully. These instructions are supplemented with more detailed guidelines on the relevant screens of the Electronic Tendering System (ETS.).
  - i. It is advised that all the documents to be submitted (**Section VI**) are kept scanned or converted to PDF format in a separate folder on your computer before starting online submission. The Price bid (Excel Format) may be downloaded and rates may be filled appropriately. This file may also be saved in a secret folder on your computer.
  - ii. While uploading the documents ,it should be ensured that the file name should be the name of the document itself for easy pairing and scrutiny.

Read, understood , complied & agreed



## B. Tender Bidding Methodology:

**Financial bids & Technical bids shall be submitted by the bidder at the same time.**

## C. Broad outline of activities from Bidders perspective:

- a. Procure a Digital Signature Certificate (DSC)
- b. Register for Electronic Tendering System (ETS) in e-Tender Portal.
- c. Create Users and assign roles on ETS
- d. View Notice Inviting Tender (NIT) on ETS
- e. Download Official Copy of Tender Documents from ETS
- f. Clarification to Tender Documents on ETS – Query to BSNL (Optional)
- g. View response to queries posted by BSNL, through addenda.
- h. Bid-Submission on ETS
- i. Attend Public Online Tender Opening Event (TOE) on ETS – Opening of Technical-Part
- j. Post-TOE Clarification on ETS (Optional)
- k. Respond to BSNL's Post-TOE queries
- l. Attend Public Online Tender Opening Event (TOE) on ETS – Opening of Financial-Part (Only for Technically Responsive Bidders)

## D. Digital Certificates

For integrity of data and its authenticity/ non-repudiation of electronic records, and be compliant with IT Act 2000, it is necessary for each user to have a Digital Certificate (DC). also referred to as Digital Signature Certificate (DSC), of Class III issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer <http://www.cca.gov.in>]. Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer <http://www.cca.gov.in>].

## E. Registration

The Tender document can be downloaded from the e-Tender Portal and to be submitted in the e-format. Requirement payment is to be made in e-payment, as instructed.

Amendments, if any, to the tender document will be notified in the above website as and when such amendments are notified.

It is the responsibility of the bidders who have downloaded the tender document from the website to keep themselves abreast of such amendments before submitting the tender document.

Intending bidders are requested to register themselves with M/s. ITI Limited through e-Tender Portal for obtaining user-id, Digital Signature Certificates etc., by paying Vendor registration fee and processing fee for participating in the above mentioned tender.

The General Manager Telecom District Cuttack has decided to use process of e-tendering for inviting this tender and thus the physical copy of the tender would not be sold.

After successful submission of Registration details and Vendor registration fee and processing fee (as applicable), please contact ITI Helpdesk and BSNL Contact Points (as given below), to get your registration accepted/activated.

ITI Tender Wizard Help Desk Contact	<i>Shri Sanjib Mohapatra, 09937488749,07377708585, between 10:30 hrs to 17:00 hrs from 22.05.2019 to 12.06.2019 <a href="mailto:twhelpdesk404@gmail.com">twhelpdesk404@gmail.com</a></i>
BSNL Contact-1	<i>Sri A.K. Giri, AGM (NW-PLG-CFA) O/o GMTD Cuttack Tel.No.0671-2304440, Mob.No. 9437082288 between 10:30 hrs to 17:00 hrs from 22.05.2019 to 12.06.2019</i>

## **43. INTIMATION OF CORRECTIONS/MODIFICATIONS TO TENDER DOCUMENT**

The correction/modification, if any, in the tender document will be uploaded in the Website i.e. [www.tenderwizard.com/BSNL](http://www.tenderwizard.com/BSNL) latest by **5 days** before from the date of closing of the tender as noted in NIT, which will be treated as final. The amendments if any will not be published in the Newspaper. It is the responsibility of the bidders to visit e-Tender Portal and keep themselves updated regarding amendments/ correction/modification etc.

## **44. IMPORTANT INSTRUCTIONS**

### **a. Special Note on Security of Bids in ETS:**

- i. Security related functionality has been rigorously implemented in ETS in a multidimensional manner. Starting with 'Acceptance of Registration by the Service Provider', provision for security has been made at various stages in Electronic Tender's software. Specifically for Bid Submission, some security related aspects are outlined below:
- ii. As part of the Electronic Encrypter functionality, the contents of both the "Electronic Forms" and the "Main-Bid" are securely encrypted using a Pass-word created by the server itself. The Pass-word is more

Read, understood , complied & agreed

Signature & seal of bidder with Date

difficult to break. This method of bid encryption does not have the security and data-integrity related vulnerabilities which are inherent in e-tendering systems which use Public- Key of the specified officer of a Buyer organization for bid-encryption. Bid-encryption in ETS is such that the Bids cannot be decrypted before the Public Online Tender Opening Event (TOE), even if there is connivance between the concerned tender-opening officers of the Buyer organization and the personnel of e-tendering service provider.

**b. Public Online Tender Opening Event (TOE)**

- i. ETS offers a unique facility for “Public Online Tender Opening Event (TOE)”. Tender Opening Officers as well as authorized representatives of bidders can attend the Public Online Tender Opening Event (TOE) from the comfort of their offices. For this purpose, representatives of bidders (i.e. Supplier organization) duly authorized are requested to carry a Laptop and Wireless Connectivity to Internet.
  - ii. Every legal requirement for a transparent and secure „Public Online Tender Opening Event (TOE) has been implemented on ETS. As soon as a Bid is decrypted with the corresponding Pass-Phrase as submitted online by the bidder himself (during the TOE itself), salient points of the Bids are simultaneously made available for downloading by all participating bidders. The tedium of taking notes during a manual Tender Opening Event is therefore replaced with this superior and convenient form of Public Online Tender Opening Event (TOE).
  - iii. ETS has a unique facility of “Online Comparison Chart” which is dynamically updated as each online bid is opened. The format of the chart is based on inputs provided by the Buyer for each Tender. The information in the Comparison Chart is based on the data submitted by the Bidders. A detailed Technical and/ or Financial Comparison Chart enhances Transparency. Detailed instructions are given on relevant screens.
  - iv. ETS has a unique facility of a detailed report titled “Minutes of Online Tender Opening Event (TOE)” covering all important activities of „Online Tender Opening Event (TOE)“. This is available to all participating bidders for “Viewing/ Downloading”. There are many more facilities and features on ETS. For a particular tender, the screens viewed by a Supplier will depend upon the options selected by the concerned Buyer.
  - v. For further instructions, the vendor should visit the home -page of the e-Tender Portal (<https://www.tendewizard.com/BSNL>).
- Important Note: It is strongly recommended that all bidders should thoroughly peruse the information provided under the relevant links, and take appropriate action. This will prevent hiccups, and minimize teething problems during the use of ETS.*
- vi. The following “**FOUR KEY INSTRUCTIONS FOR BIDDERS**” must be assiduously adhered to:
    1. Obtain individual Digital Signing Certificate (DSC or DC) well in advance of your first tender submission deadline on ETS.
    2. Register your organization on ETS well in advance of your first tender submission deadline on ETS.
    3. Get your organization's concerned executives trained on ETS well in advance of your first tender submission deadline on ETS.
    4. Submit your bids well in advance of tender submission deadline on ETS. There could be last minute problems due to internet timeout, breakdown, et al. While the first three instructions mentioned above are especially relevant to first- time users of ETS, the fourth instruction is relevant at all times.
  - vii. Minimum Requirements at Bidders’ end to access and use e-Tender Portal:
    - Computer System with good configuration (Min P IV, 1 GB RAM, Windows XP)
    - Broadband connectivity.
    - Microsoft Internet Explorer 6.0 or above
    - Digital Certificate(s)
  - viii. Helpdesk for Vendors

Vendors may contact the M/s ITI Limited Helpdesk personnel given in **Clause-8(d)** of this section, for any type of assistance/help, which they may require while uploading the bids.
  - c. In the event of Death of the Bidder to whom work is awarded or any other contingency that results in non performance of the contract by the bidder during the period of contract, GMTD Cuttack reserves the full rights to allot those work to any of the selected contractors of other cluster of the SSA at approved rate and conditions of contract.

**SECTION-V**

**FINANCIAL BID**  
**RATE SHEET**

The bidder should quote his service charge in **percentage** of the amount shown under column No.-3 against Sl. No-1 of Section-II (C) (Schedule of Rates) both in figures & words of per day wages of one labourer effective from date **01.04.2019 onwards** as decided by Dy. Chief Labour Commissioner (C), Bhubaneswar.

During validity period of the tender, the per day wages of one labourer and the Wage rate of labourer, Employer's (Contractor's) share of EPF contribution and Employer's (Contractor's) share to be paid to the contractor (Bidder) excluding GST is automatically will be allowed to change with the change of VDA in every six months in accordance with per day wages to be revised by Dy. Chief Labour Commissioner (C), Bhubaneswar. This change of rate of system will be applicable till completion of tender period. The above revision in per day wages will be strictly as per decisions and circulars of Dy. C.L.C. (Central), Bhubaneswar only.

Sl. No.	Service Charge rate in % of wage component as in Section-II(C)	
	In figure	In words

Note: The Employer's (Contractor's) share of service charge for providing per day per labourer will be in percentage rate of amount of wages as on 01.04.2019 of the above. The rate of per day wages during the period of contract will be as per the rates communicated by the Dy. Chief Labour Commissioner (C), Bhubaneswar from time to time.

Place: \_\_\_\_\_

Signature of the Tenderer \_\_\_\_\_

Date: \_\_\_\_\_

Name of the Tenderer \_\_\_\_\_



**SECTION-VI**  
**CHECK LIST OF DOCUMENTS**

The following documents (scanned copy) are required to be submitted through e-Tender Portal

Sl No.	Description	Reference	Remarks (Yes (Y), No (N), Not Applicable (NA) (√ Tick whichever is applicable)		
			Y	N	NA
1	Scanned copies of all pages of Tender document signed by the tenderer or Authorised Person on all pages along with seal	<b>Whole Tender Document</b>			
2	Self Attested Photo copy of DD/FDR/ the receipt of online banking/RTGS/NEFT towards cost of Tender Paper				
3	Self attested Photo copy of DD/ the receipt of online banking/RTGS/NEFT towards cost of EMD/Bid Security				
4	Self attested Photo copy of Valid Registration certificate of firm (in case of firm).				
5	Self-Attested Photo copy of valid Labour license issued by Central Labour Commissioner.				
6	Self attested Photo copy of Experience certificate as per clause 4(a) DNIT	<b>As per NIT</b>			
7	Self attested Photo copy of valid PAN card & upto date Income Tax return				
8	Self attested Photo copy of Valid EPF registration certificate with proof of up to date payment				
9	Self attested Photo copy of Valid ESI registration certificate with proof of up to date payment				
10	Self attested Photo copy of valid GSTIN registration & latest return of GSTR-1				
11	Self attested Photo copy of valid annual turnover certificate from a registered Chartered Account firm for the financial year (2017-18 & 2018-19)				
12	Self attested Photo copy of Power of Attorney and Attestation of Specimen Signature by the firm or Company's bank as per tender document, if applicable (See Para-14.3 of Section-IV)				
13	Self attested Photo copy of memorandum article/ partnership deed/affidavit/proprietorship (which is applicable).				
14	Undertaking to submit labour license for those many number of labourers for which he will be awarded within two months from issue of work order, if he does not possesses the license of such labourers. Annexure-L.				

**Cont.**

Read, understood , complied & agreed

Signature & seal of bidder with Date

Sl No.	Description	Reference	Remarks (Yes (Y), No (N), Not Applicable (NA) (✓ Tick whichever is applicable)		
			Y	N	NA
15	Self-Attested copy of the Check list duly filled in	Section-VII			
16	Self-Attested copy of Declaration of Non - tampering of tender document duly filled and signed.	Section- VII Annexure-B			
17	Self-Attested copy of Clause by clause compliance duly filled and signed.	Section- VII Annexure-C			
18	No near relative certificate duly filled in and signed	Section- VII Annexure-D			
19	Self-Attested copy of Declaration for Downloading the tender Document	Section- VII Annexure-E			
20	Scanned copy of Letter of Authorization to Tender Opening Event (TOE)	Section- VII Annexure-G			
21	Tenderer's profile duly filled in and signed	Section- VII Annexure-H			
22	Master Vendor Form	Section- VII Annexure-I			
23	Self-Attested copy of Bid form duly filled and signed	Section- VII Annexure-J			
24	Undertaking regarding genuineness of the documents/information submitted	Section- VII Annexure-K			
25	Undertaking to submit Labour Lincence	Section- VII Annexure-L			

**Important Note:-** The details of documents to be submitted through online in e-Tender Portal are as detailed at **Section VI** as per clause 7 (a) of Section-IV If any one of the above items required to be submitted along with the Technical bid is found wanting, the offer is liable to be rejected at that stage.

The bidder has also to ensure if he has filled the quoted price applied for, in excel format in the appropriate place of the e-tender portal.

## SECTION-VII

### **LIST OF ALL TYPE OF FORMATS FOR DECLARATIONS, UNDERTAKINGS, AGREEMENTS AND CERTIFICATES**

Sl No	Format Name
1	ANNEXURE-A: AGREEMENT (Sample Format)
2	ANNEXURE-B: DECLARATION OF NON TAMPERING OF TENDER DOCUMENT
3	ANNEXURE-C: DECLARATION OF CLAUSE BY CLAUSE COMPLIANCE
4	ANNEXURE-D: NO NEAR RELATIVES CERTIFICATE IN BSNL
5	ANNEXURE-E: DECLARATION FOR DOWNLOADING THE TENDER DOCUMENT.
6	ANNEXURE-F: PERFORMANCE BANK GUARANTEE (BOND FORM)
7	ANNEXURE-G: LETTER OF AUTHORISATION FOR ATTENDING BID OPENING
8	ANNEXURE-H: TENDERER'S PROFILE
9	ANNEXURE-I: VENDOR FORM
10	ANNEXURE-J: BID FORM
11	ANNEXURE-K:UNDERTAKING REGARDING GENUINENESS OF THE DOCUMENTS/INFORMATION SUBMITTED
12	ANNEXURE-L: UNDERTAKING TO SUBMIT LABOUR LINCENCE
13	ANNEXURE-M CUSTOMER ID

**ANNEXURE-A**  
**AGREEMENT FOR DATA ENTRY & ALLIED WORK IN CUTTACK TELECOM DISTRICT**  
**(On Rs. 100.00 Non-judicial stamp paper)**

An agreement made this ..... between GMTD, Cuttack hereinafter called the BSNL to the context include his successors and assignees on the one part and ..... having his/ its residence/ Office at..... (Actual through its constituted attorney hereinafter called "Contractor" (Which term shall include their heirs, executors, successors and assignees on the other parts.

Whereas the BSNL is desirous of getting executed certain work namely: Provision of Manpower for carrying out Data Entry & allied work in Cuttack Telecom District on day-to-day basis to be engaged by the contractor on each working day as and when required on need basis during each calendar month under the jurisdiction of concerned site engineer/Executive of Cuttack Telecom District individually & separately. Details of Scope, Specification and Job Description is as per the details given in **Section-II (B)** in the original tender document.

Vide Tender No..... dated .....

And whereas the contractor is ready and willing to execute the said works in accordance with contract as per different terms – conditions of the tender document vide Tender No.....Dt .....

Now this agreement and it is hereby agreed and declared as follows.

1. The tender notice, Terms and conditions, Tender schedule etc. as per tender document vide Tender No ..... dated - ..... (along with its enclosures) annexed hereto and such other additional particular instructions drawing as may be found requisite to be given during execution of the work shall be deemed and taken to be integral part of the contract and also be deemed to be included in the expression " Contractual or contract documents" wherever herein used.
2. In consideration of the payment to be made to the Contractor for the works to be executed by him, the contractor hereby conveys the BSNL that the contractor shall in accordance with the tender document do provide the required labourers, execute and complete the said works and shall perform all other acts, deeds, comments and things in the contract mentioned or described or which are to be implied there from or may be reasonably necessary for the completion of the said works and at the time and in the manner and subject to the terms- conditions of the tender.
3. The party at second part called as " Contractor" also declares that none of his/her relatives i.e Wife, Husband, Parents, Grandparents, children and Grand Children, Brothers, Sisters, Uncles, Aunts and cousins and their corresponding in-laws is working as an officer or an official in BSNL in Orissa Telecom Circle.
4. In consideration of the provision, execution and completion of the said works, the BSNL hereby agrees with the contractor that the BSNL will pay to the Contractor the representative amounts for the workers done by the contractor such sum(s) as may become payable to the contractor under the provisions of the contract agreement.
5. The contract will be in force for two years with effect from ..... to.....
6. That the contractor hereby undertakes to follow all necessary labour rules including minimum wages act 1948 and any other instruction issued by the Govt. of India from time to time.

Read, understood , complied & agreed

Signature & seal of bidder with Date

7. The contractor hereby under takes that the labourer deployed by him will ensure to maintain Industrial, harmony and discipline in the area of operation and also should maintain strict attendance and carryout the allotted works sincerely.

8. The contractor hereby under takes that a formal deployment letter to the labourer will be issued by him stating the points which the labour has to follow during the period of deployment after the signing the agreement.

9. Performance Security Deposit of Rs.....is furnished below:-

Performance Security Deposit for Rs..... is furnished through of Bank Guarantee/ FDR NO/DD No. .... Dt..... of (bank) .....and it is valid upto Dt.....

In witness where of the particulars here to have executed these present the day and the year first above written.

**Witness**

(BSNL side)

1. Signature  
Name & address

**Party on the first part**

DGM(N/W-OP-CFA)City/Rural  
on behalf of GMTD, Cuttack

**Party on the second part**

(Contractor side)

2. Signature  
Name & address

Name, address & signature of the  
contractor with seal of the company

**ANNEXURE-B**

**Declaration of Non tampering of tender document**

I, Sri/Smt/M/s \_\_\_\_\_(authorized signatory)  
hereby declare that the tender document submitted has been downloaded from the website  
[www.odisha.bsnl.co.in](http://www.odisha.bsnl.co.in) or [www.tenderwizard.com/BSNL](http://www.tenderwizard.com/BSNL) or <https://eprocure.gov.in/cppp> and I have  
checked up that no page is missing and all pages as per the index are available and no addition/  
deletion/correction/tampering has been made in the tender document. In case at any stage, it is found that any  
addition / deletion / correction has been made, BSNL shall have the absolute right to take any action as deemed  
fit, without any prior intimation to me.

Place: \_\_\_\_\_

Date: \_\_\_\_\_

Signature of bidder/Authorized Signatory

Name of the \_\_\_\_\_

Seal of the bidder: \_\_\_\_\_

**ANNEXURE-C**

**DECLARATION OF CLAUSE BY CLAUSE COMPLIANCE**

I \_\_\_\_\_ (authorized signatory) hereby declare that I shall comply with all the terms and conditions of the tender documents as out lined in all the clauses unconditionally.

Place : \_\_\_\_\_

Signature of the Tenderer \_\_\_\_\_

Date: \_\_\_\_\_

Name of the Tenderer \_\_\_\_\_

**ANNEXURE-D**

**NO NEAR RELATIVES CERTIFICATE IN BSNL**

[Certificate to be given by the contractor in respect of no near relative (s) in BSNL of the contractor]

**DECLARATION**

I/We \_\_\_\_\_ S/o \_\_\_\_\_  
\_\_\_\_\_ resident of \_\_\_\_\_

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

Signature of the bidder \_\_\_\_\_

Name : \_\_\_\_\_

**Note: 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) and sister's husband (Brother-in-law).

Signature of the bidder \_\_\_\_\_

Name : \_\_\_\_\_

(Capacity in which signing)

Place:

Date:

**Note: In case of proprietorship firm, certificate will be given by the proprietor, for partnership firm, certificate will be given by all the partners and in case of Private Ltd. Company, by all the directors of the company.**

Read, understood , complied & agreed

Signature & seal of bidder with Date



**ANNEXURE-E**

**Declaration for Downloading the tender Document.**

I \_\_\_\_\_ (authorized signatory) hereby declare that the tender document submitted has been downloaded from the website [www.odisha.bsnl.co.in](http://www.odisha.bsnl.co.in) or [www.tenderwizard.com/BSNL](http://www.tenderwizard.com/BSNL) or <https://eprocure.gov.in/cppp> and no addition/deletion/correction has been made in the proforma downloaded. I also declare that I have enclosed a DD for Rs...../- towards the cost of tender document along with this bid. In case at any stage, it is found that the information given above is false / incorrect, BSNL shall have the absolute right to take any action as deemed fit without any prior intimation.

Date: \_\_\_\_\_ Signature of Tenderer \_\_\_\_\_

Place: \_\_\_\_\_

Name of Tenderer \_\_\_\_\_

(Along with date & Seal)

**ANNEXURE-F**

**Proforma for Performance Bank Guarantee**

(To be typed on Rs.100/- non-judicial stamp paper & for the period 3 years)

Dated:.....

**Sub: Performance guarantee.**

Whereas DGM (NW-OP-CFA)/Rural, O/o GMTD, BSNL Cuttack R/o ..... (hereafter referred to as GMTD, BSNL Cuttack) has issued an LOI no. .... Dated ...../...../20..... awarding the work of ..... to M/s ..... R/o ..... (hereafter referred to as "Bidder") and GMTD, BSNL Cuttack has asked him to submit a performance guarantee in favour DGM (NW-OP-CFA)Rural, O/o GMTD, BSNL Cuttack of Rs. ..../- (hereafter referred to as "P.G. Amount") valid up to ...../...../20.....(hereafter referred to as "Validity Date")

Now at the request of the Bidder, We ..... Bank .....Branch having ..... (Address) and Regd. office address as ..... (Hereinafter called 'the Bank') agreed to give this guarantee as hereinafter contained:

2. We, "the Bank" do hereby undertake and assure to the GMTD, BSNL Cuttack that if in the opinion of the GMTD, BSNL Cuttack, the Bidder has in any way failed to observe or perform the terms and conditions of the said agreement or has committed any breach of its obligations there-under, the Bank shall on demand and without any objection or demur pay to the GMTD, BSNL Cuttack the said sum limited to P.G. Amount or such lesser amount as GMTD, BSNL Cuttack may demand without requiring GMTD, BSNL Cuttack to have recourse to any legal remedy that may be available to it to compel the Bank to pay the same.
3. Any such demand from the GMTD, BSNL Cuttack shall be conclusive as regards the liability of Bidder to pay to GMTD, BSNL Cuttack or as regards the amount payable by the Bank under this guarantee. The Bank shall not be entitled to withhold payment on the ground that the Bidder had disputed its liability to pay or has disputed the quantum of the amount or that any arbitration proceeding or legal proceeding is pending between Bidder and GMTD, BSNL Cuttack regarding the claim.
4. We, the Bank further agree that the guarantee shall come into force from the date of its issue and shall remain in full force and effect up to its Validity date.
5. The Bank further agrees that the GMTD, BSNL Cuttack shall have the fullest liberty without the consent of the Bank and without affecting in any way the obligations hereunder to vary any of the terms and conditions of the said agreement or to extend the time for performance of the said agreement from any of the powers exercisable by GMTD, BSNL Cuttack against the Bidder and to forbear to enforce any of the terms and conditions relating to the said agreement and the Bank shall not be relieved from its liability by reason of such failure or extension being granted to Bidder or through any forbearance, act or omission on the part of GMTD, BSNL Cuttack or any indulgence by GMTD, BSNL Cuttack to Bidder or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of relieving or discharging the guarantor.
6. Notwithstanding anything herein contained ;
  - (a) The liability of the Bank under this guarantee is restricted to the P.G. Amount and it will remain in force up to its Validity date.

Read, understood , complied & agreed

Signature & seal of bidder with Date

(b) The guarantee shall stand completely discharged and all rights of the GMTD, BSNL Cuttack under this Guarantee shall be extinguished if no claim or demand is made on us in writing on or before its validity date.

7. In case GMTD, BSNL Cuttack demands for any money under this bank guarantee, the same shall be paid through banker's Cheque in favour of "AO (Cash) O/o GMTD, BSNL, Cuttack.

8. The Bank guarantees that the below mentioned officer who have signed it on behalf of the Bank have authority to give this guarantee under its delegated power.

Place: .....

Date: ..... Signature of the Bank Officer)

Rubber stamp of the bank

Authorized Power of Attorney Number: .....

Name of the Bank officer: .....

Designation: .....

Complete Postal address of Bank: .....

.....

Telephone Numbers .....

Fax numbers .....

**ANNEXURE-G**

**LETTER OF AUTHORISATION FOR ATTENDING BID OPENING  
(To reach on or before date of bid opening)**

To

The DGM (NW-OP-CFA) Rural  
O/o GMTD, Cuttack

Sub: Authorization for attending bid opening on \_\_\_\_\_ (date)

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

<b>Order of Preference</b>	<b>Name</b>	<b>Specimen Signature</b>
<b>I</b>		
<b>II</b>		

Alternate Representative

\_\_\_\_\_  
Signature of bidder Or Officer authorized to sign the bid Documents on behalf of the bidder

Note:

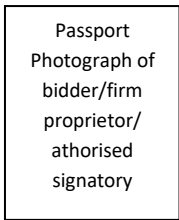
- 1 Maximum of one representative will be permitted to attend bid opening. In cases where it is restricted to one, first preference will be allowed. Alternate representative will be permitted when regular representatives are not able to attend.
- 2 Permission for entry to the hall where bids are opened may be refused in case authorization as prescribed above is not received.

Read, understood , complied & agreed

Signature & seal of bidder with Date

**ANNEXURE-H**

**TENDERER'S PROFILE**



**General:-**

1. Name of the tenderer/firm \_\_\_\_\_.
2. Name of the person submitting the tender Shri/Smt \_\_\_\_\_ (In case of proprietary/partnership firms, the tender has to be signed by proprietor/ Partner only, as the case may be)
3. Address of the firm/tenderer: (Present & Permanent)  
.....  
.....
4. Email ID .....
5. Tel No. (with STD code) (O) ..... (Fax) ..... (R) ..... (M) .....
6. Registration & incorporation particulars of the firm (in case of firms)
  - i) Proprietorship
  - ii) Partnership
  - iii) Private Limited
  - iv) Public Limited

**(Please attach attested copies of documents of registration/incorporation of your firm with the competent authority as required by business law)**

7. Name of proprietor/Partners/Directors .....
8. Tenderer's bank, its address and his current account number .....
9. Permanent Income Tax number, Income Tax Circle .....
10. Infrastructure capabilities.
11. Details of Technical and supervisory staff:
12. VAT No. (TIN No.)
13. EPF Code No.
14. ESI registration No.

**I/We hereby declare that the information furnished above is true and correct.**

**Place & Date:-**

**Signature of tenderer/authorized signatory**

**Name of the tenderer**

**ANNEXURE-I**



**VENDOR MASTER FORM**



(The details listed will be used for making all payments against Pos/WOs/refund of EMDs/SDs, intimation of payments by email, issued of TDS certificates, C Form for CST purchase etc)

(\*) Minimum required fields to be filled by the Company/Vendor, Please attach copies of the supporting documents.

Title \* :

Name \* :

Address \* :

Town/District\* :

City \* :

State\* :

Postal/Pin code\* :  Country \*

**Contact Details**

Telephone Number :  Fax No :

Email\_Id :   
(Mandatory for E-tendering)

Name of Contract Person :  Mobile No.

**Contact Details**

PAN :

GST reg no :

LST (Local VAT reg No)  CST Reg No. :

Tax registration no :   
(for Foreign Vendors)

**Income Tax Exemption details**

IT exemption no.  IT exemption rate :

IT Exemption date

IT exemption date from  IT exemption date to

Read, understood , complied & agreed

Signature & seal of bidder with Date

**Excise Details**

Excise reg no. :

Excise Range :

Excise Division :

Excise Commissioner :

**Payment Transaction/Bank Details**

Bank Country :

Bank Name :

Bank Address :

Bank A/C No :

Bank IFSC :

Account holder's name :

Type of Account : Saving (1)  Current (11)

SWITCH Code (for Foreign Vendor):

IBAN Code (for Foreign Vendor)

(Enclose a blank Cheque/a photocopy of the Cheque to verify A/c No. & Bank details

**Industry Status**

Micro/SSI Status : Yes  No

- I/We hereby authorize BSNL to make all payments to us by cheque/direct credit to our bank account details which are specified above.
- I/We here authorize BSNL to reduct bank charge applicable for such direct bank payments.

- Note:
- If PAN is not provided, TDS @ 20% will be deducted whenever applicable
  - If Excise Registration/GST Registration/VAT Registration Number is not provided, then the taxes will not be paid whenever applicable.
  - If Bank particulars are not provided, the payment will be made by Cheque only.
  - If the relevant documents for Micro/SSI status are not provided, then the relevant exemptions will not be given.

Company/Vendor Authorised Signatory/Designation      Date      Company Seal

For Office use)

Vendor Account Group :  Payment Method :

TDS – Invoice :  TDS Code - Invoice :

Checked By	Authorized by (Finance)	SAB Vendor Master Created on	SAP Vendor Code

Read, understood , complied & agreed

Signature & seal of bidder with Date

**ANNEXURE-J**  
**BID FORM**

To

The Principal General Manager  
Telecom District, Cuttack-12

Bidder reference No. .... date .....

Dear Sir,

Having examined the conditions of contract and specifications including addenda No. .... the receipt of which is hereby duly acknowledged, we, the undersigned, offer to carry out data entry work in Cuttack Telecom District in conformity with said conditions of contract and specifications as may be ascertained in accordance with the prices attached herewith and made part of this bid.

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

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

We agree to abide by this bid for a period of 120 days from the date fixed for bid opening (Qualifying bid) and it shall remain binding upon us and may be accepted at any time before the expiry of that period.

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

Bid submitted by us is properly sealed and prepared so as to prevent any subsequent alternation and replacement.

We understand that the Bid document so submitted is the true copy of BSNL tender documents available on the BSNL website [www.tenderwizard.com/BSNL](http://www.tenderwizard.com/BSNL). Any deviation will result in the rejection of the bid.

Date this ..... day of ..... (the year)

Signature of authorised signatory .....

In capacity of .....

Duly authorized to sign the bid for on behalf of .....

Witness .....

Address .....

Signature .....

Read, understood , complied & agreed

Signature & seal of bidder with Date



**ANNEXURE-K**

**UNDERTAKING REGARDING GENUINENESS OF THE DOCUMENTS/INFORMATION  
SUBMITTED**

I, Shri/Smt ..... Son/Daughter of Shri ..... do hereby undertake that all the documents / certificates submitted by me with this tender (tender for data entry work in Cuttack Telecom District) are true and are exact copies of the original documents/certificates are available with me.

I further undertake that if at any time any information furnished in the documents / certificates submitted by me are found to be false, BSNL will have every right to take suitable action against me including forfeiture of my EMD/ Performance Security Deposit, termination of my contact agreement and/or black-listing of my contract as deemed fit.

Place: Signature of tenderer /Authorised signatory

Date: Name & Seal of the tenderer

**ANNEXURE-L**

**UNDERTAKING TO SUBMIT LABOUR LINCENCE**

I, Sri/Smt/M/s \_\_\_\_\_ (Name of the Contractor)  
do hereby undertake to submit the labour license for the required number of labourers for which I/We  
will be awarded for providing labourers within two months of issue of work order as I do not possess  
the license of such labourers at present.

Place:

Signature of tenderer /Authorised signatory

Date:

Name & Seal of the tenderer

**ANNEXURE-M**  
**CREATION OF CUSTOMER ID FOR TENDER**

Company Name & postal address with PIN Code	
Contract No.	
Email id	-
PAN No	
GST No	
Name of the Bank & Bank A/C No	
IFSC Code	
Bank A/C holder name	
Saving/current	

Read, understood , complied & agreed

Signature & seal of bidder with Date