

BHARAT SANCHAR NIGAM LIMITED

DHANBAD TELECOM DISTRICT **DHANBAD**

BID DOCUMENT

Tender No: GMTD/COM-II/DATA ENTRY/EXCEL/2004-05/PART-III/34 data

dated at DNB the 07/02/2007

LIMITED TENDER FOR DATA ENTRY OF EXCEL (PRE-PAID) MOBILE SUBSCRIBER INFORMATION OF DHANBAD SSA

Cost of Bid Document	:-	Rs. 562/- (Rs. Five Hundred Sixty Two) only.
Payment Made Vide	:-	
Issued To	:-	
Date of Application for purchase of Tender.	:-	
Date of receipt of application in the office	:-	
Date of issue of Tender documents.	:-	
		Commercial Officer - I
		O/o GMTD, Dhanbad (Issuing Authority)
TO BE FILL	ED IN	CASE OF DOWNLOADED DOCUMENTS
Cost of Bid Document	:	Rs. 562/- (Rs. Five Hundred Sixty Two) only.
(Amount & Bank Draft No.))	
Name & Address	:	

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ANNEXURE-A

NOTICE INVITING TENDER

Tender No: GMTD/COM-II/DATA ENTRY/EXCEL/2004-05/PART-III/34 dated at DNB the 07/02/2007

Properly sealed tenders(Package PVC tape/ Sealing) are invited by General Manager Telecom, Dhanbad on behalf of the Bharat Sanchar Nigam Limited for supply Data entry work for Excel (pre-paid mobile) subscriber of Dhanbad SSA from the companies/firm/contractors having experience in data feeding work in BSNL/DOT/MTNL in Dhanbad Telecom District. Detailed terms and conditions are available in the tender documents.

01	Name of the Work	Data entry work for Excel (pre-paid mobile) subscriber of Dhanbad SSA
02	Tender No	GMTD/COM-II/DATA ENTRY/EXCEL/2004-05/PART-III
03	Validity of Tender Offer	60 days from the date of opening of tender.
04	Approximately Estimate	90,000.00 (Rs. Ninety thousand) only
a)	Cost	
b)	EMD	Rs. 2250/- (Rs Two thousand two hundred fifty)only
05	Cost of tender document	Rs. 562.00(Rupees five hundreds sixty two only.) Cost may be paid through Cash receipt after depositing Rs. 562.00 at Cash counter at BSNL, CTO Bldg, Hirapur Dhanbad or submitting Demand Draft in favor of AO (Cash), BSNL, Dhanbad of Rs. 562.00
06	Tender Documents can be obtained on production of cash receipt or Demand Draft (or) downloaded from www.jharkhand.bsnl.co.in	Commercial Officer - II, CTO Bldg., Hirapur. o/o the GMTD, Dhanbad Note: In case of downloaded document cost of document must be attached with EMD.
	Time and Date for Sale of Documents	All working days from 08/02/2007 to 20/02/2007 between 10.00 to 15:00 hrs.
07	Time and Date upto which the completed tenders will be accepted.	Upto 15.00 hrs of 21/02/2007
08	Time and Date of Opening of tender	21/02/2007 at 16.00 Hours.
09	Venue for Opening of Tenders	DE (Admin), o/o the GMTD, CTO Bldg, II nd Floor, Hirapur, Dhanbad- 826001.
10	BSNL, Dhanbad. Cost of te	EMD) to be paid by Demand Draft (DD) in favor of AO (Cash), nder document in case of downloaded document to be paid by of AO (Cash), BSNL, Dhanbad

The G.M.T. Dhanbad Hirapur reserves the right to reject any or all tender(s) without assigning any reasons. If the date of opening of the bid happens to be holiday the tender bid(s(shall be opened on the next working day at the same time and place. Work may be awarded to more than one bidder/tenderer.

DE (Admin) o/o the GMTD, BSNL ,Dhanbad

ANNEXURE-B

GENERAL TERMS AND CONDITIONS:-

GENERAL CONDITIONS OF TENDER FOR job work for computer data feeding and as per instruction(s) of authority from experienced companies/firm/contractors.

The tenderer is expected to examine, thoroughly all instructions, forms, specifications, terms, etc. either himself or through translator in the tender documents. Failure to furnish all information required as per tender document or submission of tender not substantially responsive to the tender documents in every respect will be at the tenderers risk and shall result in rejection of tender.

2) DEFINITIONS:

The 'Contract' means the document forming the tender and acceptance thereof and the formal agreement executed between the Nigam and the contractor(s) together with the document(s) referred to therein including these conditions, the specification(s), design(s) and drawing(s), and instruction(s) issued from time to time by the GMTD, Dhanbad or his subordinates and all these documents taken together shall be deemed to form one contract and shall be complementary to one another.

In the contract the following expressions shall, unless where the context otherwise required, have the meanings hereby respectively assigned to them:

- a) The expression 'work' or 'works' shall, unless there be something either in the subject or context repugnant to such work(s) as stated above, be construed and taken to mean the works by or by virtue of the contract, contracted to be executed whether temporary or permanent and whether original, altered, substituted or additional.
- b) The 'Site' means the place(s) on, into or through which work is to be executed under the contract or any adjacent place(s) through which the work is to be executed under the contract or any place(s) which may be allotted or used for the purpose of carrying out the contract work.
- c) The 'Contractor' means the individual or firm who participates in this tender and submit the bid(s) and Authority means the General Manager Telecom District, Dhanbad (GMTD-Dhanbad) and/or any other officer authorized by GMTD-Dhanbad.
- d) Field Officer or Engineer-in-charge or officer-in-charge means the Sub-Divisional Engineer/Junior Telecom Officer/Accounts Officer (TRA)/Jr. Accounts officer (TRA) of the Nigam or any other any official/officer nominated by GMTD–Dhanbad.

- e) <u>Nigam or Department (dept.)</u> means "Bharat Sanchar Nigam Limited" Dhanbad acting on behalf of the CMD, Bharat Sanchar Nigam Limited (BSNL).
- f) Work order means an order placed by the Nigam on the contractor signed by GMTD-Dhanbad or any other officer authorised by him, including all documents incorporated by references therein or otherwise. The work order shall be deemed as "contract" appeared in the document.
- g) Tender offered by individual for single data feeder and tender offered by Company/firm/agency for group of data feeders will be decided separately.
- h) Near relatives means executive employees employed in entire BSNL and non Executive employees employed in BSNL Dhanbad, being father, Mother, Husband, Wife, Brother, sister, Brother-in-law, sister-in-law, grandfather, grandmother, son-in-law, daughter-in-law, father-in-law or mother-in-law.

BRIEF DESCRIPTION OF WORK.

- 3. Work consists of Tender for job work for computer data feeding and as per instruction(s) of authority from experienced companies/firm/contractors.
- 4. THE BILLING WILL BE DONE ON THE BASIS OF ACTUAL RATES QUOTED.
- 5. The work must be performed during day time only, unless specific instructions issued from department to carry out the work during night according to exigencies of public services.
- 6. The above said work shall be carried out as per the specification(s)/instruction(s) if any prescribed in section-C and all precautions and procedure laid down therein must be followed apart from the time to time instruction(s) form BSNL and instruction(s) from authority.
- 7. The Contractor shall not assign or sublet the contract or any part thereof without having first obtained the permission in writing of the GMTD-Dhanbad and he will be at liberty to refuse, if he deems fit. Moreover no labour(s)/personnel(s) of contractor(s) shall have claim for the job in the BSNL and/or any of its other unit(s).

PROCUREMENT OF TENDER FORM:

8. The tenderer shall bear all costs associated with the preparation and submission of the tender. The Nigam will in no case be responsible or liable for these costs regardless of the conduct or outcome of the tendering process. The tender document can be had from the Commercial Officer - II, O/o GMTD Dhanbad on production of Cash receipt/Demand Draft for Rs 562/- (or) it can be downloaded from the website www.jharkhand.bsnl.co.in. In case of downloaded document the cost of application may be paid in form of DD and same may be attached with EMD.

9. **PERIOD OF VALIDITY**

The contract will be awarded for the above said work and will be valid for a period of 60 days. The contract will be extended for a further period of one months or upto finalisation of work whichever is earlier if felt necessary by GMTD Dhanbad according to the exigencies of public services and decision of GMT Dhanbad shall be final and binding upon the contractor(s).

10.SUBMISSION OF TENDERS:

The envelope shall be:

(a) Addressed to Department at the following address:

DE (Admin),

Office of GMTD, CTO Bldg, II nd Floor, Hirapur, Dhanbad- 826001.

The inner and outer envelopes shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is received late.

(b) The tender should be dropped personally in the tender box kept in the office of the DE (Admin), O/o G.M.T.D. Dhanbad on or before due date and time as mentioned in the Notice Inviting Tenders. The tender can also be sent by registered post in advance so that it reaches the addressee mentioned above in time. The BSNL shall not be liable in case of delay in Post and the tender received late shall not be considered. Tenderer shall bear the cost associated with the preparation and submission as stated above. In no case Nigam will take responsibility if tender(s)/bid(s) or otherwise not received in time as stated in the NIT therein and tender document(s) after the time limit as stated in NIT will not be considered and would be returned un-opened and the decision of the General Manager Telecom District, Dhanbad shall be final & binding upon the tenderer(s)/bidder(s)/contractor(s).

11. EARNEST MONEY DEPOSIT

The tender must be accompanied by Earnest Money Deposit (EMD) of Rs. 2250/-(Rupees two thousand two hundred fifty only) in form of Demand Draft.. The Earnest money will not be adjusted/counted for any amount that may be due to the tenderer from GMTD, Hirapur either from his earlier contract or from any other contract for which he might have been engaged by the BSNL or from any such amount which may be pending refund or to the arbitration/dispute with BSNL or any of its officers. The Earnest money will be forfeited at the discretion of the BSNL, if the bidder does not abide by his offer. In respect of unsuccessful tenderers this earnest money deposit will be released without interest after finalisation of tender(s). The refund of EMD to the unsuccessful tenderer will be made after the finalisation of tender and on furnishing a pre-receipt by a crossed cheque only.

12 . **COMPLIANCE:**

- i) Compliance report on all the terms and conditions and specification of the contract must be submitted by the tenderer on signing each page of the tender document.
- ii) The GMTD, Dhanbad reserve the right to accept or reject any or all bids without assigning any reasons.
- iii) Data feeders will have to come and attend offices of the GMTD, in Dhanbad Telecom District, daily during office hours on all working days at their own expenses.
- iv) Floppy disk/CDs will be provided by respective officers for keeping backup of inputting.
- v) The acceptance or rejection of tender will rest with GMTD, Dhanbad who does not bind himself to accept the lowest tender and reserve to himself the authority to accept or reject any or all tenders without assigning any reasons thereof.
- vi) Tenders in which any of the prescribed conditions are not fulfilled or are incompatible are liable to be rejected.
- vii) The GMTD, Dhanbad will not be bound to offer any specific quantum of work at point of time.
- viii) Deployment of Data Feeders will be made by the contractor as per the requirement.
- ix) The Data Feeders will present himself/herself at the office assigned at least once daily to collect work or Data Feeder may be assigned work to be done at assigned office depending upon the nature of work of data feeding.
- x) There will not be any delay beyond reasonable limits permitted to the data feeder in completing the assigned work.
- xi) The work allotted by any officer in whose office the data feeder is assigned will only be the data feeding in the PCs. Any other work other than data feeding will not be assigned or allowed.

13. TERMS OF PAYMENT:

i) The selected tenderer will have to raise a pre-receipted bill after finalization of work in duplicate for the work completed duly certified by Commercial Officer—I Dhanbad/Commercial Officer Bokaro/ and countersigned by DE (Admin) Dhanbad/D. E. (Internal) Bokaro.

- ii) Data feeder engaged for data feeding work will not be liable to be permanently absorbed in the services of BSNL and for which purpose contractor will indemnify the BSNL for any dispute raised by the Data feeder before Labour Commissioner or any other Court of Law and keep the BSNL indemnified.
- iii) The GMTD, Dhanbad will have absolute right to terminate the contract without assigning any reasons thereof. The GMTD also has the right to extend the contract till an alternative arrangement is made on the expiry of contract maximum for a period of six months from the date of expiry of first one year. However, the contractor may terminate the contract by giving three months notice provided no allotted work is pending.

14. LIQUIDATED DAMAGES.

- 14.1 Data entry work will be completed within one month. Extension will not be given except in exceptional circumstances. Should, however, the completed project is made over after expiry of the contract period without prior concurrence of the department and be accepted by the department, such project completion will not deprive the department of his right to recover liquidated damages under clause 14.2 below. However, when the handing over is made within 30 days of contracted original delivery period, the consignee may accept the project and in such cases the provision of clause 14.2 will not apply.
- 14.2 Should the tenderer fail to deliver the completed project within the period prescribed for delivery, the department shall be entitled to recover **PENALTY** as follows: ---
 - (a) For delay up to 02 weeks:
 - @ 0.2% per week of the total value of work for completed weeks of delay,
 - (b) For delay up to 03 weeks:
 - @ 5% per week of the total value of work for completed weeks of delay .
 - (c) For delay up to 04 weeks: Complete work will be cancelled and EMD will be forfeited and c
- 14.3 Quantum of liquidated damages assessed and levied by the department shall be final and not challengeable by the tenderer.

15. INCOME TAX AND WORKS CONTRACT SALES TAX

As applicable.

16. LABOUR LAWS:

The contractor shall comply with the provisions of the payment of Wages Act, 1936; Minimum wages Act, 1948, Employees liability Act 1938, Workmen's Compensation Act 1932, Industrial Dispute Act 1947 and the Contractors Labour (Regulation and Abolition) Act, 1970 or the modifications thereof or EPF Act 1948, Group Insurance and other taxes etc., any other law relating thereto and the rules made there under from time to time. He shall also indemnify the Nigam against any payments to be made for due observance of the said laws. The contractor shall be responsible for any losses/damages, etc. that may have occurred during execution of work and shall pay compensation to his/their workmen payable under Workmen's Compensation Act 1923(VII) for injuries caused to the workmen. If such a compensation is paid by the Nigam as a Principal Employer under sub section (i) of section 12 of the same Act on behalf of the contractor, it shall be recovered by the Nigam from the contractor under section (ii) bid from security deposit or any other dues payable by the Nigam to the contractor on any account. No minor labour (below the age of eighteen years) shall be employed on the work.

ANNEXURE-C

SPECIFICATION:

A. GENERAL SCOPE OF WORK:

Template to be filled up by tenderer.

Tenderer is required to fill up the Data template in Excel format (soft copy of the format will be supplied by the department in CD) .Please click on enable macro button to Enable the validation logic.

Column name and description:

Column Name	Description
FIRST_NAME	This field can take up to 84 characters.
MIDDLE_NAME	This field can take up to 84 characters.
LAST_NAME	This field can take up to 84 characters.
F_H_NAME	This field can take up to 84 characters.
ADDR_LINE1	This field can take maximum of 225 alphanumeric characters.
ADDR_LINE2	This field can take maximum of 225 alphanumeric characters.
ADDR_LINE3	This field can take maximum of 225 alphanumeric characters.
PIN	This field can take maximum of 16 numbers.
PAN	This field can take maximum of 16 alphanumeric characters.
PHOTOID_PROOF	This field can take maximum of 30 alphanumeric characters.
BSNL_TELNO	This field can take maximum of 20 numbers.
OTHER_TELNO	This field can take maximum of 20 numbers.
EMAIL	This field can take maximum of 80 alphanumeric characters.
NATIONALITY	This field can take maximum of 10 characters.
DOB	The value should be in 'dd-mm-yyyy' format
SEX	This field can take maximum of 10 characters.
MAR_STATUS	This field can take maximum of 10 characters.
QUALIFICATION	This field can take maximum of 23 characters.
PROFESSION	This field can take maximum of 25 characters.
MONTHLYINC	This field can take maximum of 20 characters.
PAYMENTMODE	This field can take maximum of 15 characters.
AMOUNT	This field can take maximum of 15 numbers.
IMEINO	This field can take maximum of 30 numbers.
IMSINO	This field can take maximum of 144 numbers.
CELLNO	This field can take maximum of 144 numbers.

Prior to fill up the data follow following steps.

- i) Go to Tools----->Macro---->Security---->Make security options medium level.
- ii) Click on the enable macro button.
- iii) A calendar will appear under DOB field. Select the date from the calendar.

Prepaid staging					
FIRST_NAME	MIDDLE_NAME	LAST_NAME	F_H_NAME	ADDR_LINE1	
1	2	3	4	5	
CHAR 84	CHAR 84	CHAR 84	CHAR 84	CHAR 225	
ADDR_LINE2	ADDR_LINE3	PIN	PAN	PHOTOID_PROOF	
6	7	8	9	10	
CHAR 225	CHAR 225	CHAR 16	CHAR 30	CHAR 30	
BSNL_TELNO	OTHER_TELNO	EMAIL	NATIONALITY	DOB	
11	12	13	14	15	
NUMBER 15	NUMBER 15	CHAR 20	CHAR 10	DATE	
SEX	MAR_STATUS	QUALIFICATION	PROFESSION	MONTHLYINC	
16	17	18	19	20	
CHAR 10	CHAR 20	CHAR 23	CHAR 25	NUMBER 20	
PAYMENTMODE	AMOUNT	IMEINO	IMSINO	CELLNO	
21	22	23	24	25	
CHAR 15	NUMBER 15	NUMBER(30)	VARCHAR(15)	VARCHAR(10)	

ANNEXURE-D

TENDERER'S PROFILE AND OTHER DETAILS

BHARAT SANCHAR NIGAM LIMITED (A GOVERNEMT OF INDIA ENTERPRISE) OFFICE OF THE GENERAL MANAGER TELECOM DISTRICT, HIRAPUR DHANBAD-826001. **GENERAL INFORMATION OF THE TENDERER** Tender No. Name of the Tenderer and 01 Address of the firm 02.a Telephone Nos Office Residence 02.b E-mail Address 03 Permanent Income Tax No 80 Details of the experience of the work as stated above. 09 Details Earnest Money Deposit.

List of enclosures:

- 1. EMD
- 2. Experience certificate issued not below the rank of DE (Attested copy)

 3. Permanent Income Tax Number card Xerox copy. (Attested copy)

3.	Permanent Income Tax Number card Xerox copy(Attested copy)
4.	tender document in case of downloaded document only.
5.	Affidavit that above document is correct.
thent	It that the information given above is true and the copies submitted are photocopies of the ic originals and if any information/document is found to be false or misleading, the above t may be cancelled and I/We may be blacklisted.
	Signature:
	Designation:
	Address:
	Date:

ANNEXURE-E

Rates Quoting

To.

The GMTD

Dhanbad Telecom, Hirapur, Dhanbad.

Sub: Tender for Data Entry of Excel subscriber work in Dhanbad SSA.

Sir,

With reference to your tender notice, I/We hereby submit our most competitive rates as mentioned below.

SI.	Name of Work	Monthly Rate per subs	criber Quoted in
No.		Figure	Words
	DATA ENTRY OF EXCEL (PRE-PAID) MOBILE SUBSCRIBER INFORMATION OF DHANBAD DISTRICT (as per Excel format given by the department. See page -10 & 11)		
	DATA ENTRY OF EXCEL (PRE-PAID) MOBILE SUBSCRIBER INFORMATION OF BOKARO DISTRICT (as per Excel format given by the department. See page -10 &11)		
	TOTAL RATE		

Note: Kindly refer Annexure "C" for scope of work before quoting the rate. L1 will be decided as per total rate

I/	We have	fully read t	he terms	and	conditions	given	in he	e tender	form	and	agree	e to
abide th	e same.											
		Thankin	g you,									
						You	rs fait	thfully,				

Station:

Date: Name & address with seal

ANNEXURE-F AGREEMENT

THIS AGE	REEMENT m	nade this	da	y of	Two
thousand	between t	he General	Manager Telecor	n District, Dhanb	ad (GMTD-
Dhanbad), herein	after called "T	he Nigam" (which expressior	shall unless exc	cluded by or
repugnant to the	context, incl	udes his su	ccessors and a	ssignees) on th	e one part,
and					a
sole proprietary	firm/a partne	rship firm/	a company inco	orporated under	the Indian
Companies Act a	nd having its	registered o	ffice at		_ hereinafter
called the "Contr	actor" (which	expression s	shall unless exclu	ided by or repu	gnant to the
context, include it	s successors a	and assigned	es) on the OTHE	R PART :	

WHEREAS THE NIGAM is desirous of appointing the said contractor on job work for computer data feeding as per the instruction(s) if any within the jurisdiction of GMTD Dhanbad ,Hirapur.

AND WHEREAS the said contractor has agreed to undertake the said work in accordance with the Contract.

Now this AGREEMENT witnessed and it is hereby agreed and declared as follows.

- 1) The tender notice, terms and conditions of the contract, specification and Schedule rates & Quoting rates undertaking given in Annexure-E and such other relevant documents/ letters/drawings issued or to be issued from time to time in connection with the said tender, shall be deemed and taken to be an integral part of the contract and shall be deemed to be included in the expression `contract' or `Contract documents' wherever herein used.
- 2) In consideration of the payments to be made to the contractor for the works to be executed by him, the contractor hereby covenants with the BSNL that the contractor shall in accordance with the contract documents duly provide, execute and complete the said works and shall perform all other acts, deeds, matters and things in the contract mentioned or described or which are to be implied therefrom 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 and stipulations mentioned in the contract.
- 3) In consideration of the due provisions, executions and completions of the said works, the BSNL hereby agrees with the contractor that the Nigam will pay to the contractor the respective amounts for the work done by the contractor and such other sums as may become payable to the contractor under the provisions of the contract.
- 4) Notwithstanding any other clause or provision in any of the conditions of contract, specifications, guidelines to the contractor, schedule, letter of intent, tender notice, etc.

5) Force de Majeure:

If at any time during the continuance of this contract, the performance in whole or part by either of any party under obligation as per this contract is prevented or delayed by reasons of any war or hostility, acts of public enemy, civil commotion, sabotage, fire, flood, explosion, epidemic, quarantine restrictions, strike, lock out or acts of God (herein after called the "eventuality."

Provided notice of happenings of any such eventuality is given by either party to the other within 15 (fifteen) days of occurrence thereof, neither party shall by reason of such eventuality be entitled to terminate this contract nor shall either party shall have any claim for damages against the other. In route of such non performance or delay in performance; the contract shall be resumed as soon as practicable after such eventually has come to an end or cease to exist. In case of any dispute; the decision of GMTD-Dhanbad shall be final and conclusive.

- A) The contractor is required to abide by the <u>time schedule</u> for performance of work and completion of work as per work order.
- B) And it is agreed that if the above said time schedule is not adhered to by the contractor, the General Manager Telecom District, Dhanbad (GMTD-Dhanbad) at representing the Nigam and the Nigam, is at liberty to terminate the contract without any further notice to the contractor and the contractor is not liable to be paid any compensation for any loss etc arising out of such termination of the contract and such termination will be in addition to the liquidation damages if any, that could be claimed from the contractor, as per the other conditions of the contract.

In witness thereof the parties hereunto have executed these presents on the day and year herein above written.

Signed and sealed and delivered Dhanbad	General Manager Telecom District,
for and on behalf of contractor(s) M/s	for and on behalf of Bharat Sanchar Nigam Limited:
Signed in the presence of	
1	
(Name in Block Letters & Signature	
Designation/Occupation & address:	
2	
(Name in Block Letters & Signature)	
Designation/Occupation & add	ress