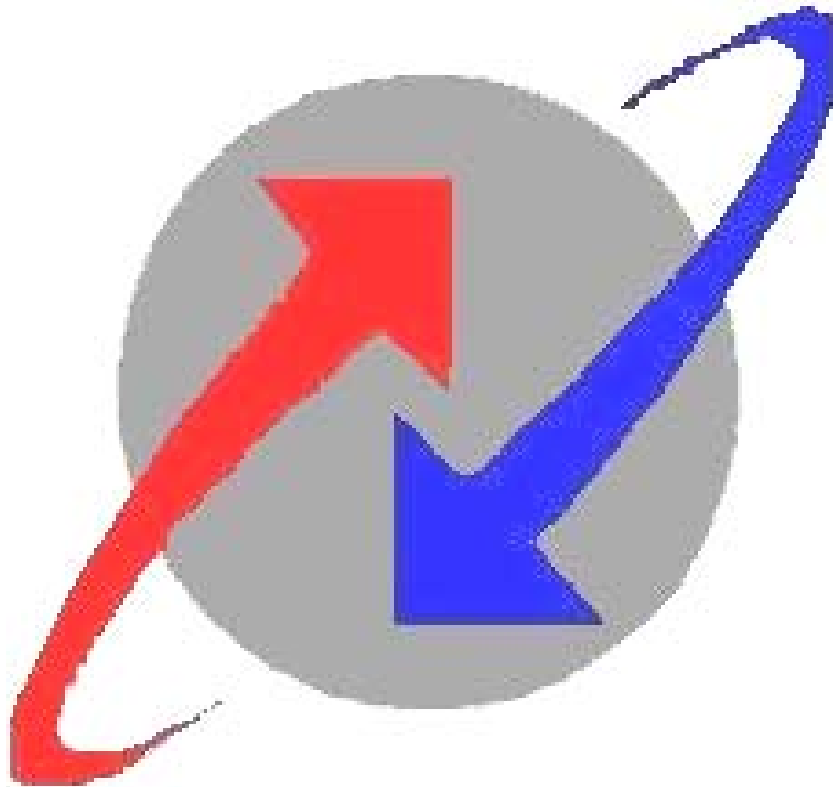


BID DOCUMENT

TENDER FOR SUPPLY OF MANPOWER FOR DATA ENTRY,
CUSTOMER SERVICES AND OTHER WORKS



BHARAT SANCHAR NIGAM LIMITED
(A GOVERNMENT OF INDIA ENTERPRISE)
OFFICE OF THE GENERAL MANAGER
NEW TELEPHONE EXCHANGE, HAZARIBAG - 825301



Tender document for Supply of man power for
data entry, customer services and other works

BHARAT SANCHAR NIGAM LIMITED

(A Government of India Enterprise)

OFFICE OF GENERAL MANAGER TELECOM DISTRICT HAZARIBAG-825301

NOTICE INVITING TENDER

No:- **GMTD/HZB/Tender/Data Entry Work/07-08/ 01**

Dated at HZB: 19/04/2007

On behalf of the BSNL wax sealed tenders are invited by GMTD Hazaribag from eligible Individuals/firms/companies for the supply of manpower for data entry, customer services and other works in the jurisdiction of Hazaribag Telecom District. Bid form completed in all respect to be submitted up to 15:00 Hrs on or before 15.05.2007.

For eligibility criteria and further details please visit our web site www.jharkhand.bsnl.co.in or contact to SDE (Plg), O/o GMTD, Hazaribag between 10:00 Hrs to 15:00 Hrs on all working days till 14.05.2007.

**DE (A&P),
O/o GMTD, HAZARIBAG**

BHARAT SANCHAR NIGAM LIMITED

(A Govt. of India Enterprises)

Office of the General Manager, Telecom District, HAZARIBAG

**TENDER DOCUMENT FOR SUPPLY OF MAN POWER FOR DATA ENTRY, CUSTOMER
SERVICES AND OTHER WORKS**

(Kindly read instructions inside carefully. Any omission may render your tender to rejection.)

SALE OF TENDER DOCUMENT

**FORM 20/04/2007 TO 14/05/2007 ON ALL
WORKING DAYS BETWEEN 11:00HRS.
TO 15.00 HRS.**

**LAST DATE OF SUBMISSION OF
TENDER DOCUMENTS**

**UP TO 15.00 HRS. ON OR BEFORE 15/05/2007
IN THE TENDER BOX KEPT IN THE OFFICE
CHAMBER OF THE DE (A&P), O/O GMTD,
HAZARIABG**

DATE OF OPENING OF TENDER

AT 15.30 HRS. ON 15/05/2007

TENDER FORM NO.

COST OF TENDER DOCUMENT- Rs. Five hundred ONLY

ISSUED TO
.....
.....
.....

PAYMENT PARTICULARS : Paid Rs. Only vide ACG -67 Receipt

No./ D.D. No.....dated.....

DATE OF ISSUE : .../.../.....

**S.D.E.(Plg)
O/o G.M.T.D., Hazaribag.**

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Tender document for Supply of man power for data entry, customer services and other works

BHARAT SANCHAR NIGAM LIMITED

(A Government of India Enterprise)

OFFICE OF GENERAL MANAGER TELECOM DISTRICT HAZARIBAG-825301

Section I

NOTICE INVITING TENDER

No:- GMTD/HZB/Tender/Data Entry Work/07-08/01

Dated at HZB: 19/04/2007

1. Properly sealed tenders (Packing PVC/tape/sealing wax) are invited, on behalf of B.S.N.L., by General Manager Telecom District, Hazaribag from the eligible Individuals/firms/companies for the following work :-

Name of work	Estimated cost in Rs.	Cost of Bid Document (non refundable) in Rs.	Bid Security in Rs.
Supply of man power for data entry , customer services and other works	5,00,000	500	12,500

2 Mode of receipt of tender form::

- a) Tender document can be purchased by paying cost of bid document Rs. Five hundred. only in cash or D/D drawn in favour of Sr. Accounts Officer (Cash), O/o GMTD BSNL Hazaribag payable at Hazaribag

or

Tender document can also be downloaded from the Hazaribag BSNL website "www.jharkhand.bsnl.co.in." The D/D for Rs five hundred in favour of Sr. Accounts Officer (Cash), O/o GMTD BSNL Hazaribag payable at Hazaribag should be enclosed with the tender document either in bid security envelop or in qualifying bid envelop in such a case as a cost of bid document. The D.D. should be issued within the time limit of issue of tender document.

- b) Tender paper will be issued to those contractors after producing following documents:-
(i) Valid Registration of individual/firm/Company (ii) Income Tax PAN no. of firm.

No tender document will be issued to those contractors whose solvency certificate has been found false/bid security has been forfeited earlier in the department and black listed at any other offices/PSUs.

3 Bid security (EMD):- Bid security should be paid in the form of Demand Draft issued by a scheduled bank, drawn in favour of Sr. Account Officer (Cash), O/o GMTD BSNL Hazaribag payable at Hazaribag or this office ACG-67 receipt..

4. Tender document containing detailed description of work & terms and conditions can be had from office of SDE (Plg), O/o GMTD BSNL Hazaribag or from website as stated above at Sl.no 2 (a) & (b).

5 Sale of tender documents:

between 11.00 hours to 15.00 hours from
20/04/2007 to 14/05/2007 on all working days.

6. Time and last date of submission of bid:

Upto 15:00 hours on or before 15/05/2007
in the tender box kept at the office of DE(Plg)
Hazaribag

7. Date and Time of opening of qualifying bid

at 15:30 hours on 15/05/2007

8. The tender, which is not accompanied by the requisite amount of bid security shall be summarily rejected. Tender will not be accepted/ received after expiry of scheduled date and time.
9. Other terms & conditions are available in Bid Document.
10. The G.M.T.D. Hazaribag reserves the right to reject any or all tenders without assigning any reason whatsoever. He also reserves the right to award work to more than one contractor according to norms and to increase/ decrease the quantum of work as per requirements.
11. Period of Contract : One year from the date of agreement. However, it may be extended for a further period of one year unilaterally as per discretion of GMTD, Hazaribag.
12. The quantum of work may vary $\pm 25\%$ as per actual requirement and discretion of GMTD, Hazaribag.

DE(A&P)
O/o GMTD, HAZARIBAG
Tel. No.06546-222868

Copy to:-

- (1) CGMT, Jharkhand Circle, Ranchi.
- (2) All DEs, Hazaribag SSA.
- (3) CAO/IFA, AO (Cash), Hazaribag.
- (4) Notice Board.
- (5) Press.

DE (A&P)
O/o GMTD, HAZARIBAG

Section II

BID FORM

No:- GMTD/HZB/Tender/Data Entry Work/07-08/01

Dated at HZB: 19/04/2007

To,
GMTD, BSNL HAZARIBAG

Dear Sir,

Having examined the terms of contract and specifications, I/we, undersigned, offer to execute the work of _____ in conformity with conditions of contract and specifications as may be ascertained in accordance with schedule of prices attached herewith and made part of this bid.

I/We undertake, if my/our bid is accepted, I/we will execute the awarded work in accordance with specifications, time limits & terms & conditions stipulated in the tender document.

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

I/We agree to abide by this bid for a period of 180 days from the date fixed for bid opening (Qualifying bid) and shall remain binding upon me/us and may be accepted at any time before the expiry of that period.

Until a format 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 me/us is properly sealed and prepared so as to prevent any subsequently alteration and replacement.

Dated this.....day of2007

Witness.....

Address.....

Signature.....

**SECTION –III
TENDERER’S PROFILE**

Passport size photograph of the tenderer/ authorized signatory holding power of Attorney

General:

1. Name of the tenderer/firm.....
2. Name of the person submitting the tender whose Photograph is affixed
Shri/Smt.....
(In case of proprietary/partnership firms, the tender has to be signed by proprietor/partner only, as the case may be)
3. Address of the proprietor/firm
.....
.....
4. Telegraphic Address.....
5. Tel No. (With STD code) (O).....(Fax)..... (R).....
Mobile:
6. Registration & incorporation particulars of the firm: -
 - 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. Capacity for supply of man power per day :
9. (i) Whether any relative working in BSNL:- Yes/No
If yes, list of relatives must be submitted with full details Name, Relation, Official address & Residential address.
(ii) Are you associated directly or indirectly with any other contractor:- Yes/No
10. Particulars of EMD:- Amount:....., R No/DD No:.....
Date:.....Name of branch/bank.....

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

Place:

Date:

Signature of tenderer/Authorized signatory.....

Name of the tenderer.....

SECTION IV

INSTRUCTION TO THE BIDDERS

1. INTRODUCTION:

A. Definitions:

- a. **CMD** : CMD means the Chairman and Managing Director and his successors.
- b. **BSNL** : BSNL means Bharat Sanchar Nigam Limited, a Govt of India Enterprises, in its present constitution and any revised constitution in future.
- c. **Company**: The Company means BSNL, which invites the tender on behalf of CMD.
- d. **Contract**: The term contract means the documents forming the tender and acceptance thereof and the formal agreement executed between BSNL and the contractor together with the documents referred to therein including the conditions of contract, the specifications, designs drawing and instructions issued from time to time by the in charge and all these documents taken together shall be deemed to form one contract and shall be complimentary to one another.
- e. **Contractor** : The contractor shall mean the individual, firm or company, undertaking the works and shall include the legal personnel representative of such individual or the persons composing such firm or company and permitting assignees of such individual, firm and company.
- f. **Bidder** : Means the individual or firm who participate in the tender and submit its bids.

2. Documents required to be submitted along with the tender for establishing bidder's eligibility and qualification:

- (i) Registration certificate issued by competent authority for tender works.
- (ii) Income Tax PAN no.
- (iii) Service Tax No.
- (iv) Power of attorney in favour of authorized signatory signing the tender/bid.
- (v) BSNL near relative certificate/declaration as per Section-IX.
- (vi) Annexure II & III, should be duly filled and complete in all respects.
- (vii) Submission of EMD of Rs. 12,500/- (Rs. Twelve thousand five hundred) only in the form of Demand Draft or ACG-67 receipt in favour of Sr. AO (cash) BSNL O/o GMTD, Hazaribag, payable at Hazaribag.
- (viii) DD for cost of Bid document (in case the tender document is downloaded from our website)

3 SUBMISSION OF BIDS:

3.1 Bid for the tender should be submitted in three envelopes placed inside a main cover. These envelopes should contain the followings:

Envelope	Marked on the cover	Contents of envelope
First	Bid Security	Containing bid security as per NIT clause 03
Second	Qualifying Bid	Containing documents as per Section XI, except Bid security
Third	Financial Bid	Rates duly quoted by the tenderer in the prescribed format. (Section-XII)

On all these envelopes the name and address of the firm and whether "Bid Security". Or "Qualifying or Financial" bid must be clearly mentioned and should be properly sealed (with sealing wax/packing PVC tape) and addressed to the D.E. (A&P), O/o GMTD, Hazaribag. These envelopes are to be placed inside a forth envelope and properly sealed (with sealing wax/packing PVC tape) and addressed as mentioned above. **The tenders, which are not submitted as per above mentioned procedures, will be summarily rejected.**

3.2 All envelopes (3 inner & one outer) must bear the following:

Tender for Supply of man power for data entry, customer services and other works in Hazaribag SSA.
“Not to open before (Due date opening of tender)”. The tenderer registered with NSIC should also mention on the top of envelop **“NSIC registered”**.

3.3 The sealed tender should be dropped in the tender box kept in the chamber of D.E. (A&P), O/o GMTD, Hazaribag before the closing as mentioned in NIT. The slit of the tender box will be sealed immediately after the specified time for receipt of tender. Any tender presented in person after the sealing of box will not be received by (the tendering authority) or by any of the subordinates or will not be allowed to be deposited in the tender box. The tender submitted through post will not be accepted.

4. BID OPENING:

4.1 The BSNL shall open the bids in presence of bidders or his authorized representatives who choose to attend, at 15:30 hours on due date. The bidder’s representatives, who are present, shall sign an attendance register. The bidder shall submit authority letter to this effect before they are allowed to participate in the bid opening (A format is given in Section-X).

4.2 A maximum of two (2) representatives for any bidder shall be authorized and permitted to attend the bid opening.

4.3 The Bids shall be opened in the following manner:

4.4 The bid opening committee shall count the number of bids and assign serial numbers to the bids. For example, if 10 tenders have been received the bids shall be numbered as 1 of 10, 2 of 10 etc. All the members shall initial on the outer envelopes of all the bids with date.

4.5 The envelopes containing the tender offer and not properly sealed, as required vide para 3 shall not be opened and shall be rejected outright. Closing the cover by gum will not be treated as sealed cover. The reasons for not opening such tender offers shall be recorded on the face of the envelope and all the members of bid opening committee shall initial with date.

4.6 First the outer envelope containing the three envelopes is opened. The bid opening committee shall initial on all three envelopes with date.

4.7 Out of these three envelopes, the envelope marked **“BID SECURITY”** shall be opened first and examined.

4.8 The bidders who have submitted proper bid security as per tender document, their **“Qualifying Bid”** shall be opened and papers/documents submitted by the bidder shall be examined and recorded by the TOC. After opening the qualifying bid, all the documents contained therein shall be signed by the bid opening committee members.

4.9 After recording of the **“Qualifying Bid”** the TOC will place all the financials bids submitted by the bidder in an envelope and will properly seal with wax or packaging PVC tape for keeping in safe custody by chairman of TOC.

4.10 The Financial Bid shall be opened in the following manner;

4.10.1 The envelope marked **“Financial Bid”**, will be opened only for qualified tenders in **“Qualifying bid”**.

4.10.2 The date and time of opening of **“Financial Bid”** shall be conveyed to all the bidders who have qualified in qualifying bid. The bidders, if desire, may have representation during opening of financial bid.

4.10.3 After opening the **“Financial Bid”** the bidder’s name, bid prices, modifications, bid withdrawals and such other details, as the BSNL, at its discretion, may consider appropriate, will be announced at the opening.

4.10.4 In case there is discrepancy in figures and words in the quote, the same shall be announced in the bid opening, but the quote in words shall prevail.

5 PRELIMINARY EVALUATION:

- 5.1 BSNL shall evaluate the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the bids are generally in order.
- 5.2 If there is discrepancy between words and figures, the amount in words shall prevail. If the contractor does not accept the correction of the errors, his bid shall be rejected.
- 5.3 Prior to the detailed evaluation, pursuant to clause 6, the BSNL will determine the substantial responsiveness of each bid to the bid document. For purpose of these clauses a substantially responsive bid is one, which conforms to all the terms and conditions of the bid documents without deviations. The BSNL's determination of bid's responsiveness is to be based on the contents of the bid itself without recourse of extrinsic evidence.
- 5.4 The BSNL will reject a bid, determined as substantially non-responsive and shall not subsequent to the bid opening be made responsive by the bidder by correction of the non-conformity.

6 EVALUATION AND COMPARISON OF SUBSTANTIALLY RESPONSIVE BIDS:

The BSNL shall evaluate in detail and compare the bids keeping in mind.

- (i) Quoted rate for all job as mentioned in NIT.
- (ii) Reputation of previous conduct if any gained by this office.
- (iii) The credibility of the party/tenderer and its ability to execute the works in accordance with prescribed specifications and standards and within the stipulated time period.

7 PERIOD OF VALIDITY OF BIDS:

Bid shall remain valid for 180 days from date of opening of the Qualifying bid. However it will be extended for further period as determined necessity by the GMTD, Hazaribag. Refusal of extended period of bid validity by the any tenderer will result in forfeiture of the bid security.

8 AWARD OF CONTRACT:

8.1 The BSNL shall consider award of contract only to that eligible bidder whose offer have been found technically, commercially and financially acceptable.

8.2 An acceptable tender shall in the first instance be provisionally accepted and final acceptance shall be subject to the party furnishing Security Deposit (S/D) of 10% NSIC registered tenderers 5% of the total cost of the tender work awarded inclusive of EMD in form of crossed demand draft from any Nationalized Bank drawn in favour of Sr. A.O. (Cash), BSNL, Hazaribag payable at Hazaribag or through Bank Gaurantee in favour of Sr. AO (Cash), O/o GMTD, Hazaribag for a period of 18 months within 15 days on receipt of letter of intent. The Security Deposit will bear no interest while in custody of the BSNL. The Security Deposit will remain in custody of the BSNL throughout the validity of contract.

In the event of guarantees of full value not being submitted within the stipulated period, the provisional acceptance will stand automatically cancelled without any further reference or notice unless GMTD, Hazaribag extends time in writing.

8.3 The work may be awarded to more than one contractor as per discretion of GMTD, Hazaribag.

9 SIGNING OF AGREEMENT:

9.1 The signing of agreement shall constitute the award of contract on the bidder. The agreement with the successful bidder shall be signed by the BSNL within a week on submission of S.D. money i.e. 10% NSIC registered tenderers 5% of awarded work value, which will be held by the BSNL till six months after the completion of contract.

9.2 As soon as the tender is approved by the competent authority, the Bid Security (EMD) deposited by the successful bidder shall be compulsorily converted into the security deposit money.

10 ANNULMENT OF AWARD:

Failure of the successful bidder to comply with the requirement of BSNL as per tender document shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security, in which event, the BSNL may make the award to any other bidder at the discretion of the GMTD, Hazaribag or call for new bids.

11 COMMENCEMENT OF WORK:

The contract work must be started by the contractor from next coming date after signing of agreement or as per order issued by GMTD, Hazaribag.

12 REFUND OF EMD TO UNSUCCESSFUL TENDERERS:

The EMD amount to unsuccessful tenderer will be refunded as early as possible after finalization of tender & execution of agreement without any interest.

13 PERIOD OF CONTRACT:

The normal period of contract will be of one year from the date of signing of agreement. However, it may be extended for further period based on same terms, conditions and rates of the contracts and it will also be decreased as per discretion of GMTD, BSNL, Hazaribag. For this, a notice in written will be issued to the contractor one month before through registered post.

14 REFUND OF SECURITY MONEY TO APPROVED CONTRACTOR:

The security money to the approved contractor will be refunded after 06 (six) months from the date of expiry of contracts. No any interest will be given on security money.

15. Forfeiture of EMD/SD money and black listing: --

The GMTD, Hazaribag reserves the right to forfeit EMD/SD money or black list as per discretion to those contractors who:--

- (i) If all documents as stated in NIT/Tender are not submitted along with the tender.
- (ii) Have submitted any false document along with the tender.
- (iii) Fails to sign the agreement within the stipulated period.
- (iv) Fails to commence or carry out the works within stipulated period as targeted.

16. Summary for rejection of Bids:

Any one or more of the following action/omission are likely to cause summary for rejection of bid

1. Any bid, received without all required document as per NIT/Tender terms.
2. Late without conclusive proof that it was delivered before the specified closing time.
3. Any bid, unless exempted specifically not accompanied by required earnest money.
4. Any bid received unsealed.
5. Any conditional bid.
6. Any bid in which rates have not been quoted in accordance with specified formats/details as specified in Bid document.
7. Any effort by a bidder to influence the purchaser in the bid evaluation, bid comparison or contract award decision.
8. If the tenderer has been blacklisted previously by any SSA of Jharkhand Telecom Circle.

Section V

General Conditions

1.0 Sealed tenders are invited by the General Manager, Telecom District, Hazaribag on behalf of CMD BSNL for “Supply of man power for data entry, customer services and other works” in Hazaribag SSA for a period of one year from date of award of tender.

2.0 Submission of bids:

2.1 The tenders in prescribe Performa in duly sealed envelope should be written with the “Supply of man power for data entry, customer services and other works” on the envelope accompanied by EMD of Rs. 12,500/- (Rs. Twelve thousand five hundred) only in the form of Demand Draft in favour of Sr. AO (Cash), O/o GMTD, BSNL, Hazaribag payable at Hazaribag should be submitted in tender box kept in the chamber of DE (A&P), O/o GMTD, 2nd Floor, New Telephone Exchange Building, Hazaribag up to time specified in NIT.

2.2 Last date & time of receipt of tender is as per NIT.

3.0 Opening of tenders:

3.1 The tenders shall be opened on due date and time specified in NIT, in the chamber of DE (A&P), O/o GMTD, 2nd Floor, New Telephone Exchange Building, Hazaribag in the presence of bidders/ tenderer or their authorized representatives. Unsealed tenders shall neither be opened nor considered for such award and will be returned back unopened to the bidder.

4.0 Rate should be quoted in prescribed form in words and figures both. If there is any discrepancy in amount quoted in figure & words, amount quoted in words shall be taken as final.

5.0 The bidder / contractor should take care of the following points while filling the tenders-

(a) Overwriting / correction should be duly signed by the bidder.

(b) The rates should be inclusive of **all charges, surcharges, taxes, duties, etc.** whatsoever applicable (as per minimum wages Act) for such works in Hazaribag as on date. The department holds no liability to increase the rates after acceptance due to any reasons whatsoever. The approved rates will be valid for Twelve months from date of signing of agreement.

(c) Any attempt at influencing the evaluation of the tender will result in the tenderers exclusion from consideration.

(d) The tenderer signing the tender should clearly specify whether he/she is signing as sole proprietor, partner, under power of attorney or as Director / Manager / Secretary, etc. as the case may be. Copies of the document authorizing the signatory to sign the tender on behalf of such company / firm and persons must be attached with the tender.

6.0 EARNEST MONEY DEPOSIT :

6.1 The tender must be accompanied by an Earnest Money Deposit (EMD) in the form of Demand Draft of Rs12,500/- (Rs. Twelve thousand five hundred) only drawn in favour of Sr. AO (cash), O/o GMTD, BSNL, Hazaribag payable at Hazaribag. On the back of the Demand Draft, the name of the tenderer should be clearly written with the caption “Tender for Supply of man power for data entry, customer services and other works”.

6.2 The earnest money will not be adjusted / taken from any amount that may be due of the tenderer from the GMTD, BSNL, Hazaribag either from his/her earlier contract or from any other contract for which he/she might have been engaged by the BSNL or from any such amount which may be pending or in the arbitration / dispute with BSNL or any of its offices.

6.3 The earnest money will be forfeited by the BSNL, if the bidder does not abide by his/her offer. The refund of EMD will be made to the unsuccessful bidders, without any interest, only after finalization of tender.

6.4 The EMD of successful tenderer/tenderers shall be converted into security money.

7.0 Security deposit:

7.1 The successful bidder shall be required to deposit Security deposit equal to 10% of the total awarded cost of the tender in the form of Demand Draft/BG only drawn in favour of Sr. AO (Cash), O/o GMTD, BSNL, Hazaribag payable at Hazaribag. EMD of the successful bidder shall be converted into security deposit. This security amount shall be refunded, without any interest, on expiry and successful completion of the contract. In case of non-execution of the contract, in part or in full, the security deposit shall be forfeited, after giving due notice to the contractor in respect of the defective / improper performance / execution or breach of any of the terms of the contract etc. Failure on part of successful bidder in paying security deposit within prescribed time will render his/her offer liable for cancellation and EMD will be forfeited.

7.2 Any sum of money due or payable to the contractor including the security deposit refundable to him/her under the contract may be apportioned by this office against any amount which the contractor may owe to BSNL, Hazaribag.

8.0 The bidder should also submit the agency details in the Section III.

9.0 COMPLIANCE:

9.1 Compliance on all the terms and conditions and specification of the contract must be submitted by the tenderer as per the Section II.

10.0 The bids/ offers shall be valid for a period of 180 days from the date of opening of the tender.

11.0 Data Entry persons will have to come to Hazaribag as per requirement during office hours to work on working days at their own expenses. In case of urgency of work, Data entry worker could be called on before or after office hours or Holidays with the approval of the competent authority. If the work done is less than a month, the payment shall be made on prorata basis for that particular month.

12.0 Storage devices will be provided by respective sections for keeping backup of inputting. Data Entry work will be done in a separate directory in Hard Disks.

13.0 The acceptance of the tender will rest with The GMTD, BSNL, Hazaribag who does not bind himself to accept the lowest tender and reserves to himself the authority to accept any or reject all the tenders, in part or full, without assigning any reason thereof. However if more than one bidder is L1, work will be equally distributed among the bidders.

14.0 Tenders in which any of the prescribed condition are not fulfilled or are incompatible are liable to be rejected. However purchaser/GMTD, BSNL, Hazaribag at its discretion may call for any clarification/ document from the bidders.

15.0 Deployment of Data Entry persons will be made by the contractor as per the requirement of different sections of Circle office at any time.

16.0 If a Data Entry person is not found fit for the work, decision of administration/concerned competent authority shall be final and the contractor shall change/replace the person immediately. Any hindrance caused due to delayed deployment of substitute person shall be the responsibility of contractor and no payment shall be made for that specific period.

17.0 There should not be any delay beyond reasonable limits by the Data Entry person in providing the final corrected output. For delayed work, no payment shall be made.

18. Labour welfare measure and Workman Compensation

Obtaining license before commencement of work:

18.1 The contractor shall obtain a valid labour license under the contract Labour (R&A) Act 1970 as amended from time to time and the contract Labour (Regulation and abolition) Central Rule 1971 as amended from time to time , before commencement of the work and continue to have a valid license until the completion of the work.

18.2 EPF contribution shall be made by the contractor in respect of labour /employees engaged by them for performing the work of BSNL as per provision of EPF Misc provision Act 1952 as amended from time to time & employee provident fund Scheme 1952 as amended from time to time.

18.3 In addition to labour laws & other legislation: (i) Contractor /Agency should possess registration /License from the appropriate labour authority. (ii) Contractor /Agency should make payment of prescribed minimum wages to its workers. (iii) Contractor /Agency should obtain registration with PF/ESI authorities. (iv) All the statutory dues of the employees should be deposited with the appropriate authorities in time.

19. Contract Labour Regulations:

(i) Normally working hours of an employee should not exceed 8 hours a day. The working day shall be so arranged that inclusive of interval for rest, if any, it shall not spread over more than 12 hours on any day.

(ii) When a worker is made to work for more than 8 hours on any day or for more than 48 hours in any week, he shall be paid over time for the extra hours put in by him. (iii) Every worker shall be given a weekly holiday on Sunday, in accordance with the provisions of minimum wages (Central) Rules 1960, as amended from time to time, irrespective of whether such worker is governed by the minimum Wages Act or not. (iv) Where the minimum Wages prescribed by the government under the Minimum Wages Act , are not inclusive of the wages for the weekly day of rest, the worker shall be entitled to rest day wages , at the rate applicable to the next preceding day , provided he has worked under the same contractor for a continuous period of not less than 6 days. (v) Where a contractor is permitted by the In-charge to allow a worker to work on normal weekly holiday, he shall grant a substitute holiday to him for the whole day, one of the five days, immediately before or after the normal weekly holiday, and pay wages to such worker for the work performed on the normal weekly holiday at the overtime rate.

20. Payment of wages.

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

II. No wage period shall exceed one month.

III. The wages of every person employed as contract labour in an establishment or by a contractor, where less than one thousand such persons are employed shall be paid before the expiry of seventh day and in other cases before the expiry of tenth day after the last day of the wage period in respect of which the wages are payable.

IV. Where the employment of any worker is terminated by or on behalf of the contractor, the wages earned by him shall be paid before the expiry of the second working day from the date on which his employment is terminated.

V. Each claim of bill contractors must accompany the (i) list showing the details of labour/ employees engaged (ii) duration of their engagement, (iii) the amount of wages paid to such labours/ employees for the duration in question, (iv) amount of EPF contribution(both employers and employees contribution) for duration of engagement in question, paid to the EPF authorities,(v) copies of authenticated documents of payments of such contribution of EPF authorities and (vi) a declaration from the contractors regarding compliance of the conditions of EPF Act, 1952 as amended from time to time.

21. **Penalty:** In case of non supply of data entry person on any day the GMTD, Hazaribag will have right to recover the penalty of 5% per day per person at the approved rate up to 15 days, beyond 15 days 10% per day per person.

22. The work allotted by the nominated officer of the section of GMTD office will only be entered on the computers. Computer will not be used for any other purpose.

23. The Data Entry person should make himself /herself available at the Computer position during the office hours to receive the work.

24. **Terms of Payment:** The tenderer will raise a pre-receipted bill at the end of every month, section wise, in duplicate duly verified by the competent controlling officer of the relevant section, to DE (A&P), O/o GMTD, BSNL, Hazaribag, which will be payable by Sr. AO (Cash) through a crossed cheque only.

25. (a) The Data Entry person will exercise all care while handling Computers / Printers and other allied equipments. Any damages to the machine/computer caused due to negligence & mishandling of Data Entry person will be chargeable and decision of the GMTD, BSNL, Hazaribag in this regard will be final. Similarly data loss due to mishandling will draw penalty which will be decided by GMTD, BSNL, Hazaribag or any officer nominated by GMTD, BSNL, Hazaribag on case to case basis. (b) The integrity and workmanship of the Data Entry person engaged should be beyond doubt. The decision regarding their being acceptable to GMTD office, Hazaribag shall rest with competent authority and will be final.

26. (a) Contractor will not be allowed to use his/her own floppies or software etc. unless specifically authorized by the competent authority. (b) All the data handled, entered or hard copies produced will be sole property of GMTD, BSNL, Hazaribag. The contractor will not divulge any of these to any third person. (c) All data files / records will always remain accessible to the controlling officers. Records / files will be allowed to be kept under private password of the contractor under information to the controlling officer.

27. The contract is purely temporary and does not give any right for extension and/or for permanent employment in any way.

28. The GMTD, BSNL, Hazaribag will have absolute right to terminate the contract by giving one-month advance notice and without assigning any reason thereof. GMTD, BSNL, Hazaribag also has the right to extend the contract till an alternative arrangement is made or three months from the expiry of this contract whichever is earlier.

(d) The tenderer(s) should give a certificate to the effect that either he/she or none of his/her relatives is working in the units of BSNL. In case of proprietorship firm the certificate will be give by the proprietor, in case of partnership firm, by all partners and in case of limited company by all Directors of the company. Any breach of this condition by the company or firm or any other person, the tender/work will be cancelled and earnest money/security deposit will be forfeited at any stage whenever it is noticed. The BSNL will not pay any damages to the company or firm concerned person. The company or firm or the person will also be debarred for further participation in the concerned unit.

29 ARBITRATION:

(i) In the event of any question, dispute or difference arising under this agreement or in connection therewith except as to matters the decision of which is specifically provided. Under this agreement, the same shall be referred to the sole arbitration of the CGMT, Jharkhand Telecom Circle, Ranchi or in case his designation is changed or his office is abolished then in such case to the sole arbitration of the officer for the time being entrusted whether in addition to the functions of the CGMT, Jharkhand Telecom Circle, Ranchi or by whatever designation such officers may be called (herein after referred to as the said officer) and if the CGMT or the said officer is unable or unwilling to act as such the sole arbitrator or some other person appointed by CGMT or the said officer. The agreement to appoint arbitration will be in accordance with the Arbitration and **Conciliation Act, 1996.**

There will be no objection to any such appointment that the arbitrator is Government Servant or that he has to deal with the matter to which the agreement relates or that in the course of his duties as Government Servant he has expressed views on all of any of the matter under dispute. The award of the arbitrator shall

be final and binding on the parties. In the event of such arbitrator to whom the matter is originally referred, being transferred or vacating his office or being unable to act for any reasons whatsoever such CGMT or the said officer shall appoint another person to act as arbitrator in accordance with terms of the agreement and the person so appointed shall be entitled to proceed from the stage at which it was left out by his predecessors. (ii) The arbitrator may from time to time with the consent of parties enlarge the time from for making and publishing the award. Subject to aforesaid Arbitration and Conciliation Act 1996 and the Rules made there under, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause. (iii) The venue of the arbitration proceeding shall be the office of CGMT, Jharkhand Telecom Circle, Ranchi or such other places as the arbitrator may decide. (iv) The above is subject to change from time to time as per rules without any notice.

30. FORCE MAJEURE:

Neither contractor nor contractee shall be liable for any delay, default or failure under this agreement if such delay, default or failure arose as a direct consequences of force measure including strikes, lock out, war and civil unrest.

Section VI

Special Terms & conditions

1. The word “Data Entry” in these terms and conditions including entries of text, tables, graphs & drawings etc on computers both in English and Hindi.
2. The data entry is to be done on various application software packages such as Word Star, dbase, MS office (Windows 3.11) and Window 98, office 2000, office 2003 and similar packages including Hindi packages and other packages which will come into use in future.
3. The material to be entered may be given orally or typed or handwritten form.
4. The rate should be quoted in figure as well as in words in the schedule of rates quotation form (Section XI). The rates should be inclusive of all taxes/levies applicable for such works in Hazaribag. If there is any discrepancy in amount quoted in figure & words, amount quoted in words shall be taken as final.
5. The labour welfare measures, workman compensation, contract labour regulation & minimum wages Act should be followed by the bidders.
6. While quoting the rate, letter issued from Asst. Labour Commissioner, Hazaribag (Section XI of the bid document), regarding minimum wages for skilled worker, shall be consulted. If the rates quoted are less than the minimum wages, the bid will be out rightly rejected even being the lowest one.
7. The contractor shall obtain a valid labour license under the contract Labour (R&A) Act 1970 as amended from time to time and the contract Labour (Regulation and abolition) Central Rule 1971 as amended from time to time , before commencement of the work and continue to have a valid license until the completion of the work.

Section -VII

BID SECURITY FORM

Whereas (hereinafter called “the Bidder”) has submitted its bid dated.....for the supply of vide Tender No..... dated..... KNOW ALL MEN by these presents that WE OF having our registered office at(hereinafter called “the Bank”) are bound unto Bharat Sanchar Nigam Limited (hereinafter called “the Purchaser”) in the sum of Rs..... for which payment will and truly to be made of the said Purchaser, the Bank binds itself, its successors and assigns by these present. THE CONDITIONS of the obligation are :

- 1. If the Bidder withdraws his bid during the period of bid validity specified by the Bidder on the Bid form **or**
- 2. If the Bidder, having been notified of the acceptance of his bid by the Purchaser during the period of bid validity
 - (a) fails or refuses to execute the Contract, if required; or**
 - (b) fails or refuses to furnish the Performance Security, in accordance with the instructions to Bidders.**

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

This guarantee will remain in force as specified in clauses 7.0 of section V (General Condition of tender) to the bidders of the Bid Document up to and including THIRTY (30) days after the Period of bid validity and any demand in respect thereof should reach the Bank not later than the specified date/dates.

Signature of the Bank Authority.

Name

Signed in Capacity of

Full address of Branch
.....
.....

Telephone no. of Branch

FAX No. of Branch

Sign of Witness:

- (1) Sign
Name & Full address.....
.....
- (2) Sign
Name & Full address.....
.....

SECTION –VIII

AGREEMENT

The successful tenderer shall have to execute the following agreement.

This agreement made on this..... day of (month)
(Year).....between M/s..... herein
after called

“The Contractor” (which expression shall unless excluded by or repugnant to the context, include its successors, heir, executors, administrative representative and assignee) of the one part & the CMD here in after referred to as the BSNL, of other part.

Whereas the contractor has offered to enter into contract with the said BSNL for Supply of man power for data entry, customer services and other works in Hazaribag SSA on the terms and conditions herein contained and the rates approved by the BSNL (copy of Rates annexed) have been duly accepted and whereas the necessary security deposits have been furnished in accordance with the provisions of the tender document and whereas no interest will be claimed on the security deposits.

Now these presents witness and it is hereby agreed and declared by and between the parties to these presents as follows.

- 1) The contractor shall, during the period of this contract that is to say from to..... or completion of work for Rs..... (In words)
Whichever is earlier or until this contract shall be determined by such notice as is hereinafter mentioned, safely carryout, by means of labours employed at his own expenses and by means of tools, implements and equipment etc. to be supplied by him to these labours at his own expenses, and other associated works as described in tender documents (annexed to the agreement), when the government or **GMTD Hazaribag** or any other persons authorized by **GMTD Hazaribag** in that behalf require. It is understood by the contractor that the quantity of work mentioned on the schedule is likely to change as per actual requirements as demanded by exigencies of service.
- 2) The NIT (notice inviting tender), Bid documents (Qualifying and Financial), letter of intent, approved rates, annexed hereto and such other additional particulars, instructions, drawings, work orders as may be found requisite to be given during contract period for execution of the work shall be deemed and taken to be an integral part of the contract and shall also be deemed to be included in the expression “The Agreement” or “The Contract” wherever herein used.
- 3) The contractor shall also supply the requisite number of workmen with means & materials as well as tools, appliances, machines, implements, vehicles for transportation, cartage etc. required for the proper execution of work within the time prescribed in the work orders.
- 4) The contractor hereby declares that nobody connected with or in the employment of the BSNL is not/shall not ever be admitted as partner in the contract.
- 5) The contractor shall abide by the terms and conditions, rules, guidelines, construction practices, safety precautions etc. stipulated in the tender document including any correspondence between the contractor

and the BSNL having bearing on execution of work and payments of work to be done under the contract.

In witness whereof the parties' presents have here into set there respective hands and seals the day and year in.....

Above written:

Signed sealed & Delivered by
The above named contractor in
The presence of

Full Address
.....
.....
Tel. No.
FAX No.

Witness:

- 1.
- 2.

Signed & Delivered on behalf
Of the President of India by the

Witness:

- 1.
- 2

SECTION –IX

Declaration

I/we hereby declare that none of my/our relatives are employed in any capacity in any of the unit of BHARAT SANCHAR NIGAM LIMITED. I/we shall also intimate the name of the person(s) who is/are working with us in any capacity or is/are subsequently employed by us and who are near relatives to any officer in BHARAT SANCHAR NIGAM LIMITED. I/we am/are aware that any breach of this condition would result in immediate termination of contract/cancellation of the existing contract/contracts and also forfeiting of my/our security deposit held by Hazaribag Telecom District, Hazaribag

NOTE:- The term “near relatives” means wife/husband/parents & grand parents/children & grand children/brothers/sisters/uncle/aunts/cousins and their corresponding in-laws.

Signature of tenderer

Name of the tenderer
(Capacity in which signing)

Station:
Date :

SECTION X

LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

No:- GMTD/HZB/Tender/Data Entry Work/07-08/01 Dated at HZB: 19/04/2007

In the tender of Supply of manpower for data entry, Customer services and other works

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

Order of preference	Name	Specimen Signatures
----------------------------	-------------	----------------------------

I

II

Alternate
Representative

Signature of bidder
Or
officer authorized to sign the bid
documents on behalf of the bidder

- No. 1. Maximum of two representatives 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 recovered.

SECTION XI

LIST OF THE DOCUMENTS TO BE SUBMITTED ALONG WITH QUALIFYING BID

The tenderer will have to submit the following documents/deposits with the Technical Bid. Any bid not accompanying the below mentioned documents/deposits will be liable to be rejected.

1. Bid security in accordance with the tender document.
2. Tender document(s), in original, duly filled in and signed by tenderer or his authorized representative along with seal on each page. All corrections and over writing must be initialed with date by the tenderer or his authorized representative.
3. Service Tax no.
4. Registration certificate issued by competent authority for tender works.
5. Authenticated copy of partnership deed in cases of partnership firm.
6. Bid Form, duly filled in, as per section II.
7. Tenderers profile duly filled in, as per section III of the tender document.
8. Original "Power of Attorney" in case person other than the tenderer has signed the tender documents.
9. Income Tax PAN no. of firm

Tender document for Supply of man power for
data entry, customer services and other works

BHARAT SANCHAR NIGAM LIMITED

SECTION XII

BID DOCUMENT

(FINANCIAL)

Tender for Supply of man power for data entry, customer services and other works in Hazaribag SSA

No:- GMTD/HZB/Tender/Data Entry Work/07-08/01 Dated at HZB: 19/04/2007

Financial Bid

Having examined the tender documents, terms and conditions stipulated therein specification of work etc. we the under signed offer for Data entry work on computer (PCs) in conformity with the said specifications and conditions of contract at the following rates quoted as under:-

S.No.	Description of Work	Unit	Rate Quoted	
			In words	In figure
1	Off line data entry of mobile subscribers	Per record		
2	Man power for data entry and typing works/person/day	Per person/day		
3	Man power for Customer assistance/person/day	Per person/day		

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

We agree to abide by this bid for a period of 180 days from the date of opening of financial bid and it shall remain biding upon us and may be accepted at any time before expiry of that period.

Date

Signature of the tenderer