

**E - TENDER FOR PROVIDING  
DATA ENTRY OPERATORS (SKILLED WORKER)  
FOR  
BHARAT SANCHAR NIGAM LIMITED  
O/o GENERAL MANAGER, BROADBAND  
NETWORKS, BANGALORE -05**

**Date of issue : 17/03/2017**

**Tender from available at : [www.tenderwizard.com/BSNL](http://www.tenderwizard.com/BSNL)**

**Last date of submission : 13:00 hrs on 06/04/2017**

**Date of Opening : 15:00 hrs on 06/04/2017**


**BHARAT SANCHAR NIGAM LIMITED**  
*(A Govt. of India enterprise)*  
**O/o GM, BROADBAND  
NETWORKS,  
BANGALORE -05**

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## Check List

**Tender fees of Rs. 573/-**

- 1. DD Amount of Rs. 11,700.00 as EMD**
  - 2. Experience certificate**
  - 3. Signature in all pages**
  - 4. Service Tax details**
  - 5. PAN details**
  - 6. No relation certificate**
- 

**BHARAT SANCHAR NIGAM LIMITED**

**(Govt. of India Enterprise),**

**O/o General Manager, Broadband Networks Unit,**

**Bangalore – 05**

No: BSNL/BBNW/Data Entry Services/ 2016-17/10

Dated: 17/03/2017

**SECTION- I**

**NOTICE INVITING TENDER**

e - tender is invited by the General Manager, Broadband Network Unit, Bangalore for and on behalf of the **Bharat Sanchar Nigam Limited for “DATA ENTRY OPERATORS (SKILLED WORKER)”(03 Nos)** for a period of one year. The annual estimated approximate cost of the work is around Rs. **5, 85,000/=** (Rupees Five Lakhs Eighty five thousand only)

Tender document can be obtained by downloading it from the website [www.tenderwizard.com/BSNL](http://www.tenderwizard.com/BSNL). The physical copy of the tender will not be available for sale. Bidder has to get register in e- tendering portal [www.tenderwizard.com/BSNL](http://www.tenderwizard.com/BSNL) for participation in the tender online.

Pre bid training for e-tendering to registered vendors and BSNL officers at free of cost will be conducted by M/s ITI Limited Bangalore at 5<sup>th</sup> floor conference hall, BG East Telephone Exchange Bldg, Lazer Road, Frazer Town, Bangalore -5 on ---/---/2017 contact details are 25464004/25808878.

For any clarification regarding e-tendering/procedure etc can contact ITI representative M/s Dhanraj, Mob no. 9686115308/080-40482000/011-49424365 (bsnlthelpdesk@gmail.com)

Bidders down loading tender documents are required to submit tender fee worth Rs.573/- thro' DD/Cheque drawn in favour of Internal Financial Advisor BBNW New Delhi, with their proposal, failing which will be un opened/Rejected.

Bids received after due time will not be accepted by the online system.

A prospective bidder requiring any clarification on the Bid documents shall notify the purchaser in writing. The purchaser shall respond in writing to any request for the clarification of bid document which it receives not later than 3 days prior to the date of opening of Tender.

The tender must accompany necessary documents in the absence of which tender shall not be evaluated. The validity and truth fullness of the certificates produced by the bidder will be verified by the Tender evaluation committee or a committee constituted by General Manager, Broadband Networks, Bangalore by visiting the sites of the bidder and interviews with the issuing authorities and other related personnel's or units. During the verification as above, if the contents and validity of certificates does not match with the actual, the bid will be declared NON RESPONSIVE.

Signature of the bidder with seal

- (i) Letter of authority to sign bid on behalf of firm. In case of proprietor/owner of the firm, a certificate of the proprietorship/ownership from the competent Authority may be submitted. In case of partnership firm, the partnership deed may be furnished and bid may be signed by all the partners of the firm. If only one partner or any other person signs the bid, the signing person must be duly authorized by all the remaining partners not signing the bid.
- (ii) Further EMD of Rs.11, 700/- may be submitted off line in sealed envelope either in person or by post in schedule time. The DD drawn in favour of Internal Financial Advisor, BBNW, New Delhi payable at New Delhi.
- (iii) Experience Certificate of similar work for an amount of at least Rs.1,00,000/- (Rupees One lakh only) each in any two years for the last four consecutive years, 2012 – 2013 , 2013-2014, 2014-2015 and 2015-2016 in **Govt. department/MTNL/BSNL/DOT/PSU office** taking all the years individual or together from the employer on the letter head and duly stamped.
- (iv) Service Tax/Trade Tax Registration certificate from competent department.
- (v) Permanent Account Number (PAN) certificate (mandatory).
- (vi) Certificate on Non participation of near Relatives in the Tender.

Last date of receipt of tender is 06/04/2017 up to 13:00 Hrs. the bid shall be opened on 06/04/2017 at 15:00 hrs in conference hall, 5th floor, O/o General Manager, Broadband Networks, Bangalore East Telephone Exchange, Lazar Road, Bangalore – 05. The bids of only those bidders will be opened at later date and time to be informed by the General Manager, Broadband Networks, Bangalore whose bids are declared not responsive by Tender Evaluation Committee.

The General Manager, Broadband Networks, Bangalore may reject any or all of the tenders received without assigning any reason.

Divisional Engineer (Admn)  
O/o General Manager  
Broadband Networks,  
Bangalore.

## 2. Scope of Work

1. a. Data Entry Operators (Skilled worker) will have to come to various offices of Broadband Networks Bangalore daily during office hours (09:30 to 17:30 hrs) to work on all working days at their own expense. They may have to stay in office beyond these as & when required.
  - b. If the services absent for duty on working days, amount will be deducted Proportionately from the bill.
  - C. On emergency conditions, the services may have to work on Sundays / Holidays.
2. The contractor should have proper Telephone Number for enabling DE (Admn), O/o General Manager Broadband Networks Bangalore to contact him at any time. Any Change in telephone number should be intimated to DE (Admn), O/o General Manager, Broadband Networks, 5<sup>th</sup> floor, Bangalore East Telephone Exchange Building, Lazar Road, Bangalore -05. Immediately.
3. The contractor has to provide Data Entry Operators (Skilled worker) as per the requirement in the units at any time.
4. Only the work allotted by the Office of General Manager, Broadband Networks, Bangalore will be carried out. No other work will be allowed.
5. Data Entry Operators (Skilled worker) should also collect files, letters, etc, from the various section to work places of Broadband Networks units Bangalore.
6. There should not be any delay in completion of the works assigned to them.
7. General Manger Broadband Networks Bangalore will not be bound to offer any specify Quantum of work at any point of time.
8. The Data Entry Operators (Skilled worker) will exercise all care while handling computers/printers and other accessories as per manufacture's instructions. Any damages to the machine due to negligence will be chargeable and the decision of the General Manager Broadband Networks Bangalore authority in this regard will be final.
9. The integrity of the inputters engaged should be above board. The decision regarding their being acceptable to General Manager, Broadband Networks, Bangalore shall rest with General Manager, Broadband Networks, authority and will be final.
10. Only approved programmes will be used on PCs to avoid virus etc. The Data Entry Operators Skilled worker) should not use floppies of their own and insert into the computers.

Signature of the bidder with seal

11. BSNL will have the right to increase or decrease up to 50% of the quantity of units specified in the schedule of requirements without any change in the unit price or other terms and conditions at the time of award of contract.
12. Contractor has to provide the list of Data Entry Operators (Skilled worker) to General Manager, Broadband Networks, for ascertaining the suitability from DE (Admn), O/o General Manager, Broadband Networks, Bangalore on any particular day.
  - a). **The contractor shall employ worker after police verification .The contractor shall employ worker of decent character, sound health and general abilities to carry out such work. The worker employed shall wear/keep identity card provided by the contractor.**
  - b).The BSNL reserves the right to bar worker, employed by the contractor from carrying out the works, if there is doubt about his/her integrity, conduct and character, the decision of the BSNL in this regard shall be final and binding on the contractor.
  - c) **The services of DEO should be continuously available as and when required from 9.30 Hrs to 17:30 Hrs. The contractor shall be responsible for payment of minimum wages (for skilled category) and other statutory benefits (like EPF/ESI etc.) to personnel /labour employed by him as per various Laws,**

Signature of the bidder with seal

### **Period of Contract:-**

The contract is initially for a period of one year and is extendable for a further period of one year on mutual agreement.

### **Penalty:-**

In case of breach of any conditions of the contract and for all types of losses caused by the contractor, General Manager, Broadband Networks, Bangalore shall be at liberty to make deductions from the bills raised by the contractor up to 10% of the billed amount. In case of any inconvenience/loss caused to General Manger Broadband Networks Bangalore on account of any sort of failure on the part of the contractor, penalties as decided by General Manager, Broadband Networks, Bangalore shall be levied against the contractor. Deduction/recoveries to this effect shall be made from the bills/ otherwise, with in 3 (Three) weeks of the penalty order.

## **3. Instructions to Bidders**

### **3.1. Eligibility Conditions**

- (a) Registered Office or one of the branch office of the bidder should be located in Bangalore.
- (b) The bidder must be in possession of requisite license as required under the laws of land from the specified address. A copy should be enclosed in proof the same.
- (c) The bidder should have experience of minimum period of three years (during last 4years) for similar type of contract of providing Data Entry Operators (Skilled workers) to Govt. Organization or any large public sector (central/state)
- (d) The bidder should be registered with Income Tax/Service Tax Departments. Relevant copy should be enclosed in proof of the same.
- (e) The bidder should be registered with appropriate authorities under Employees Provident Fund and Employees State Insurance Acts. Relevant copy should be enclosed.
- (f) The bidder should have a minimum financial turn over of Rs.10 lakhs during last two financial years (together).

### **3.2. Cost of Bidding**

The bidders 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.

Bid document price of Rs. 573/- (non-refundable) DD drawn in favour of Internal Financial advisor, BBNW, New Delhi at the time of submission of tender.

Signature of the bidder with seal



### **3.3. Bid Document**

#### **A. Bid document includes**

- a. \*Notice Inviting Tender
- b. \*Instruction to bidders
- c. \*General condition of the contract
- d. \*Special conditions of contract if any
- e. \*Bid form
- f. EMD Tender Fee
- g. Performance Security Bond Form
- h. Documents in the support of eligibility condition as per clause **3.1(a) (b)**
- i. Certificate/undertaking of non-participation of near/close relative of BSNL employees (If there are more than one Owner/Directors, Separate certificate from each is required.).  
\*Each page should be duly signed & stamped by authorised Signatory.

B. The bidder is expected to examine all instructions, forms, terms and specifications in the Bid Documents. Failure to furnish all the information required as per Bid Documents or submission of the bids not substantially responsive to the Bid Documents in every respect will be at the bidder's risk and may result in rejection of the Bid.

C. A prospective bidder requiring any clarification on the Bid document shall notify BSNL in writing. BSNL shall respond in writing to any request for the clarification of bid document, which it receives not later than 3 days prior to the date of opening of Tender.

D. 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 to an amendment of relevant clauses of the bid documents.

#### **4. AMENDMENT TO BID DOCUMENT**

(i) At any time, prior to the date of submission of bid, BSNL 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.

(ii) The amendments shall be notified in writing to all prospective bidders on the address given, also it would be notified in our website.

#### **5. DOCUMENTS COMPRISING THE BID**

The bid prepared by the bidder shall comprise the following components

Signature of the bidder with seal

- a. Documentary evidence established in accordance with clause **3.1** that the bidder is eligible to bid and is qualified to perform the contract if his bid is accepted.
- b. EMD furnished is in accordance with clause **8.1**
- c. Bid Form and price schedule completed in accordance with clause 8.6
- d. Partnership Deed or proprietorship deed or Articles/Memorandum of Association as the case may be.
- e. The bidder shall furnish the particulars of his past performance with PSUs/Government agencies.
- f. Non-participation of any close relative as per **Section III in form IV**
- g. A clause by clause compliance as per clause **9.3**.
- h. Income Tax return and Profit and Loss Account of the firm for the last two years shall be furnished.

## **6. BID FORM**

The bidder shall complete the Bid Form as per Form – I of Section III and the appropriate price schedule (Form-I of Section IV) furnished in the bid document covering the services to be rendered.

## **6. PRICE SCHEDULE/BOQ (BILL OF QUANTITY).**

- a. Down load price schedule in XLS format given (Form –I of section IV) for all types works.
- b. Fill rates is in down loaded price schedule.
- c. Price schedule is password protected XLS file. Don't unprotect the file. Price has to be filled in the same file and has to be uploaded.
- d. Save filled copy of downloaded price schedule and upload when required.
- e. BSNL will not be responsible for any problem arising out of internet connectivity issues.
- f. "Discount" or extra charges if any mentioned by the bidders shall not be considered unless these are specifically indicated in the price schedule.
- g. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.
- h. Prices charged by the contractor for the services performed under the contract shall not be higher than the prices quoted by the contractor in his bid.
- i. No revision of price will be permissible on account of revision of necessary items /any in-puts prices or cost of labours etc. No escalation during the period of contract would be allowed on any account.

Signature of the bidder with seal

8. **EARNEST MONEY DEPOSIT (EMD)**

- 8.1 The bidder shall furnish, as part of his bid a bid security in favour of **Internal Financial Adviser, BBNW, New Delhi** 'in the form of D.D for an amount of Rs.11,700/- issued by Scheduled Bank in India and should be valid for a period of 180 days from 17/03/2017
- 8.2 The bid security is required to protect the BSNL against the risk of bidder's conduct, which would warrant the security's forfeiture, pursuant to **Para 8.6**.
- 8.3 A bid not secured in accordance with Para 8.1 & 8.2 shall be rejected by the BSNL as non-responsive at the bid opening stage and returned to the bidder without opening financial bid.
- 8.4 The bid security of the unsuccessful bidder will be discharged/returned as promptly as possible but not later than 30 days after the expiry of the period of the bid validity prescribed by the BSNL,
- 8.5 The successful bidder's bid security will be discharged upon the bidder's acceptance of the Letter of Intent satisfactorily in accordance with clause **18** and furnishing the performance security.
- 8.6 **The bid security may be forfeited:**
- (a) **If the bidder withdraws his bid during the period of bid validity specified by the bidder in the Bid form; OR**
  - (b) **In the case of successful bidder, if the bidder**
    - i. **Fails to sign the contract in accordance with clause 18 Of "INSTRUCTION TO BIDDERS' UNDER Section I; OR**
    - ii. **Fails to furnish performance security in accordance with clause 2 of "General Conditions of Contract" Section II; OR**
    - iii. **Fails or refuses to honour his own quoted price for Data Entry Operators (Skilled Workers) or part thereof**
    - iv. **Fails to produce to the original documents as asked in the tender documents**
  - (c) In both the above cases i.e. 8.6 (a) & (b), the bidder will not be eligible to participate in the tender for one year from the date of issue of Letter of intent. The bidder will not approach the court against the decision of BSNL in this regard.

Signature of the bidder with seal

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

- 9.1 The original bid and all copies of bid shall be typed or printed and all the pages numbered consecutively, shall be signed by the Bidder or a person or persons duly authorized to bind the bidder to the contract. The letter of authorization shall be indicated by written power of attorney accompanying the bid. All pages of the original bid, except for unamended printed literatures, shall be signed by the person or persons signing the bid.
- 9.2 The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the bidder, in which case the person or persons signing the Bid shall initial such corrections.
- 9.3 A clause by clause compliance of services to be provided shall be given for all the clauses stipulated in **Section I, II, III and IV** of the tender document. In case of deviation a statement of deviation shall be given separately.

## 10. **SUBMISSION OF BIDS**

In this e-tender proposal, bidder has to participate in e-bidding online. Some documents are to be submitted physically offline as mentioned below.

### 10.1 Offline Technical document submission

Bidder shall submit the following documents offline to DE (A) O/o GM, BBNW Telephone Exchange Bldg., Lazer Road, Frazer Town, Bangalore – 5 on or before 13:00hrs of 06/04/2017 in properly sealed envelope (with sealing wax/packing PVC tape) either in person or by post/courier in time. This office will not be responsible for any postal/courier delay. Non submission of mandatory offline documents with in last date and time shall result into rejection of the bid.

- 10.1.1 EMD- Bid security (original copy: DD should be drawn in favour of “Internal Financial Advisor, BBNW, New Delhi” payable at New Delhi which should valid for 180 days.
- 10.1.2 DD of Tender fee (original copy) for Rs. 573/- in favour of Internal Financial Advisor, BBNW, New Delhi, payable at New Delhi.
- 10.1.3 Original power of Attorney if applicable in case person other than the bidder signed the documents. Power of attorney should be for specific work and not general power of attorney. Tender is liable to be rejected if power of attorney is not submitted accordingly.

Signature of the bidder with seal

**Note:** - Bidder has to upload the scanned copy of the above said documents during online bid submission also. The above mentioned offline documents will be verified with the up loaded copies.

10.2 Online submission: All these documents need to be signed/self-attested by bidder.

10.3 (a) The envelopes shall be addressed to the DE (A) at the following address:

**Divisional Engineer (Admn),  
O/o General Manager, Broadband Networks,  
5<sup>th</sup> Floor, BG East Telephone Exchange Building,  
Bangalore-05  
Tele Ph. 080.2580 8878**

- (b) The envelope shall bear the tender number and the words **'DO NOT OPEN BEFORE' (due date and time)**
- (c) Venue of the Tender Opening: Tender will be opened in Conference Hall, 5th Floor, Bangalore East Telephone Exchange Building, Bangalore-05 at 15:00 hours on the due date.
- (d) The envelopes will be opened by Tender Opening Committee and will be registered in the opening register.
- (e) If envelopes are not sealed and marked as required the bids shall be rejected.

## 11 **Modification and Withdrawal of Bids**

- 11.1 The bidder may modify or withdraw his bid after submission provided that the written notice of the modification or withdrawal is received by the BSNL prior to the deadline prescribed for submission of bids.
- 11.2 The bidder's modification or withdrawal notice shall be prepared sealed, marked and dispatched as required in the case of bid submission. A withdrawal notice may also be sent by FAX but followed by a signed confirmation copy by post not later than the deadline for submission of bids.
- 11.3 Subject to clause 03 of instructions to bidders, no bid shall be modified subsequent to the deadline for submission of bids.

Signature of the bidder with seal

## **12 ONLINE TENDER OPENING EVENT (TOE):**

### **12.1 Bid Opening**

GM, BB NOC, BBNW, BG or his representative shall open bids in the presence of bidders or their authorized representatives who wish to be present at the time of opening of bids on 06/04/2017 at 15.00 hrs. Authorization letter to this effect shall be submitted by the bidder before they are allowed to participate in bid opening (Format is given in form –III of section -III)

**12.2** Bids will be opened in 2 stages (i) Techno-Commercial bid and (ii) Financial bid.

**12.3** As shown as bid is decrypted by the TOC the documents will be opened from the Techno-Commercial bid one by one and same report of TOC will be up loaded in e- portal.

**12.4** TEC will evaluate Techno - commercial bid and the report of TEC will be approve by competent authority. Techno commercial qualified bidders will be informed for financial bid opening schedule and the details of the Techno Commercially qualified bidders will be up loaded on the website [www.tenderwizard.com/BSNL](http://www.tenderwizard.com/BSNL).

**12.5** The financial bid of those bidders who are approved to be techno commercially qualified by the competent authority will be opened by the TOC online as per procedure of the e-tender portal.

12.6 The date fixed for opening of bids, if subsequently declared as holiday by the BSNL, the revised date of schedule will be notified. However, in absence of such notification, the bids will be opened on next working day, time and venue remaining unaltered.

12.7 Before outright rejection of the Bid by Bid-opening team for non-compliance of any of the provisions the bidder is given opportunity to explain their position, however if the person representing the bidder is not satisfied with the decision of the Bid opening team, he/they can submit the representation to Bid-opening team immediately but in no case after closing of the tender opening process with full justification quoting specifically the violation of tender conditions if any.

Bid opening team will not return the bids submitted by the bidders on the date of tender opening even if it is liable for rejection and will preserve the bids in sealed cover as submitted, by taking signatures of bidders / representatives of the participating bidder present on the occasion.

Signature of the bidder with seal

The In charge of the Bid opening team will mention the number of bids with name of company found unsuitable for further processing on the date of tender opening and number of representations received in Bid opening Minutes and if Bid opening team is satisfied with the arguments of the bidder/company mentioned in their representation and feel that there is prima-facie fact for consideration, the incharge of the Bid opening team will submit the case for review to competent authority, as early as possible preferably on next working day and decision to this effect should be communicated to the bidder company within a week positively. Bids found liable for rejection and kept preserved on the date of tender opening will be returned to the bidders after issue of P.O. against the instant tender.

If the reviewing officer finds it fit to open the bid of the petitioner, this should be done by giving three (working) days notice to all the participating bidders to give opportunity to desirous participants to be present on the occasion.

**13. Clarification on Bids:**

To assist in the examination, evaluation and comparison of bids, the BSNL (nominated committee) may, at its discretion ask the bidder for the clarification of its bid. The request for the clarification and the response shall be in writing. However, no post bid clarification at the initiative of the bidder shall be entertained.

**14. Preliminary Evaluation:**

14.1 BSNL shall evaluate the bids to determine whether they are complete, whether any computational errors have been made, whether required documents have been furnished, whether the documents have been properly signed and whether the bids are generally in order.

14.2 Prior to detailed evaluation, 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 bid documents without material deviation. The BSNL determination of bid's responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence. A bid determined as substantially non responsive will be rejected by BSNL and shall not subsequent to the bid opening be made responsive by the bidder by correction of the non-conformity.

14.3 BSNL may waive any minor deviation 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.

Signature of the bidder with seal

## 15 EVALUATION

- 15.1 GM, BB NOC, BBNW, BG or his representative shall evaluate the bids to determine whether they are complete, whether any computational errors have been made, whether documents have been properly submitted and whether bids are generally in order.
- 15.2 If there is a discrepancy between words and figures, the amount in words shall prevail over the amount in figures. GM, BB NOC, BBNW, BG or his representative, will determine the substantial responsiveness of each bid to the bid document. A substantially responsive bid is one, which confirms to all the terms and conditions of the bid documents without material deviation. A bid determined as substantially non-responsive will be rejected by GM, BB NOC, BBNW, BG. or his representative
- 15.3 GM, BB NOC, BBNW, BG or his representative shall evaluate in detail and compare the substantially responsive bids and comparison of the responsive bids shall be on the price of the services offered inclusive of all levies and charges as indicated in the price schedule in section IV of the bid document. **The payment to the Employee's, their remunerations as per guidelines of Govt. of Karnataka/Govt. of India, actual/practical expenditure regarding maintenance Taxes to Govt. shall be considered before finalizing the charges.**
- 15.4 **L1 shall be decided based on the rates quoted at form-1 of section –IV.**
- 15.5 BSNL shall evaluate the bids to determine whether they are complete, whether any computational errors have been made whether documents have been properly signed and whether bids are generally in order.
- 15.6 Based on evaluation of bids, a short-listing of bids will be carried out, the finalised bids may be verified by the evaluation committee after verification of original documents, if found correct, the rate quoted may be accepted /rejected by the evaluation committee after scrutinising all factors. The same may be recommended to the competent authority for approval.

## 16. **AWARD OF CONTRACT**

BSNL shall consider placement of letter of intent to those bidders whose bids are found correct in all respect is acceptable. The bidder shall within 10 days of issue of Letter of Intent, give his acceptance along with performance security in conformity with Form II of Section III of the bid document. The BSNL reserves the right to counter offer price(s) against price(s) quoted by any bidder.

Signature of the bidder with seal



17 **RIGHT TO VARY QUANTITIES**

BSNL reserves the right at the time of award of contract to **increase or decrease upto 50% of the tendered area of services** specified in the scheduled of requirements without any change in hiring charges of the offered quantity or other terms and conditions. However BSNL shall place order as per the actual requirements only from time to time.

18 **SIGNING OF CONTRACT**

18.1 Signing of Agreement shall constitute the award of Data Entry Operators (Skilled Workers) contract on the bidder.

18.2 Upon the successful bidder furnishing the Performance Security in pursuant to clause 2.1 of Section II, the BSNL shall discharge the EMD in pursuant to clause-8.1 of Section I.

19 **ANNULMENT OF AWARD**

Failure of the successful bidder to comply with the requirement of clause 18 shall constitute sufficient ground for the annulment of the award and forfeiture of the EMD in which event BSNL may make the award to any other bidder at the discretion of BSNL or call for new bids

20. **PERIOD OF VALIDITY OF BIDS**

- (i) The bid shall remain valid for 150 days after the date of opening of bids. A bid valid for a shorter period shall be rejected by BSNL as non-responsive.
- (ii) A bidder accepting the request of BSNL for an extension to the period of bid validity, in exceptional circumstances, will not be permitted to modify his bid.

Signature of the bidder with seal

**I. GENERAL CONDITIONS OF CONTRACT**

**1. APPLICATION**

Submission of bid against this offer shall bind the bidder for the acceptance of all the conditions specified herein or in NIT unless otherwise agreed by BSNL

**2. PERFORMANCE SECURITY**

2.1 The successful bidder shall be required to deposit an amount equal to 5% of the contract value within 10 days of issue of letter of intent, as performance Security

2.2 Performance Security shall be submitted in the form of Bank Guarantee issued by a scheduled Bank and the proforma is provided at Form II of Section III of the bid document.

2.3 Performance Security will be discharged after completion of contractors' performance obligations under the contract.

2.4 If the contractor fails or neglects any of his obligations under the contract it shall be lawful for BSNL to forfeit either whole or any part of performance security furnished by the bidder as penalty for such failure

**3. EXECUTION TIME LIMIT**

The time period as stipulated in the contract or letter of intent shall be deemed to be essence of the contract.

**4. PAYMENT TERMS**

(i) Payment is released to the contractor through NEFT on monthly basis against bills.

(ii) Income Tax shall be deducted against bills submitted.

**5. PRICES**

5.1 prices charged by the contractor for the services performed under the contract shall not be higher than the prices quoted by the contractor in his bid

5.2 In the case of reduction of Statutory Levies/Taxes during the finalization period of tender, the BSNL reserves the right to ask for reduction in the prices.

Signature of the bidder with seal

**6. TERMINATION OF CONTRACT**

- 6.1 BSNL may without prejudice to any other remedy for breach of contract may terminate the contract in whole or in parts
- (a) If the contractor fails to provide service within the period(s) specified in the contract or any extension thereof granted by BSNL;
  - (b) If the contractor fails to perform any other obligation(s) under the contract
- 6.2 BSNL may without prejudice, to other rights under law or the contract provided done at the risk and cost of the contractor, in above circumstances.

**7. TERMINATION FOR INSOLVENCY**

BSNL may also terminate the contract by giving written notice and without compensation to the contractor if the contractor becomes unwilling, bankrupt or otherwise insolvent without affecting its right of action or remedy as hirer.

**8. 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 non 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 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.

**9. ARBITRATION**

In the event of any question, dispute or difference arising under the agreement or in connection there with (except as to matter the decision to which is specifically provided under this agreement), the same shall be referred to sole arbitration of the Chief General Manager, Broadband Networks, New Delhi. 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 Chief General Manager, Broadband Network, New Delhi or by whatever designation such officers may be called (hereinafter referred to as the said officer), and if the C.G.M. or the said officer is unable or unwilling to act as such, then to the sole arbitration of some other person appointed by the CGM or the said officer. The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act, 1996.

Signature of the bidder with seal

The arbitrator may from time to time with the consent of both the parties enlarge the time frame 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.

The venue of the arbitration proceeding shall be the Office of CGM, BBNW at New Delhi or such other places as the arbitrator may decide.

#### **10. 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.

**11** The Tenderer should give a certificate that none of his/her near relative is working in BSNL. 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. Any breach of these conditions by the company or firm or any other person, the tender/work will be cancelled and earnest money/security deposit will be forfeited at any stage whenever it is so noticed. BSNL will not pay any damages to the company or firm or the concerned person. The company or firm or the person will also be debarred for further participation in any tender of BSNL Broadband Networks, units.

The near relatives for this purpose are defined as:

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

The format of the certificate is given at Form IV of Section III.

Signature of the bidder with seal

## **II SPECIAL CONDITIONS OF CONTRACT**

1. The special conditions of contract shall supplement the “Instructions to the Bidders” as contained in section I and General Conditions of the Contract as contained in section II and wherever there is a conflict, the provisions herein shall prevail over those in section I and General Conditions of the contract.
2. If case the date fixed for opening of bids is subsequently declared as holiday by the BSNL, the revised schedule will be notified. However, in absence of such notification, the bids will be opened on next working day, time and venue remaining unaltered.
3. BSNL reserves the right to disqualify such bidders who have a record of not meeting contractual obligations against earlier contract entered into with BSNL
4. BSNL reserves the right to blacklist a bidder for a suitable period in case he fails to honour his bid without sufficient ground.
5. In any dispute arises out or in relation to this contract between BSNL and the contractor the same shall be settled amicably first through discussion, failing which the said dispute shall be referred to General Manager, Broadband Network, Bangalore and in case the said General Manager, Broadband Network, Bangalore unable to arbitrate the dispute due to pre occupancy to emergency, It may be referred to Chief General Manager Broadband Networks New Delhi.
6. **The engagement and employment of labourers and payment of wages to them as per existing provisions of various 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 may ask the contractor to produce documents to verify that these provisions/laws are complied with by the contractor.**
  - a. All wages allied benefits such as leave, ESI, PF, Gratuity , Bonus etc, shall be paid by the contractor and BSNL shall not incur any liability or additional expenditure whatsoever for personnel deployed.
  - b. It is mandatory that the DEO (Skilled Workers) must be paid salary on or before 5<sup>th</sup> of every month without fail.
7. No sub-contracting is permissible by BSNL.
8. The contractor shall assign the job of providing Data Entry Operators (Skilled Workers) only to qualified experienced licensed workers and also assume full responsibility for the safety and security of the officers/officials as well as essential store items while performing duties. BSNL shall have no direct or indirect liability arising out of such negligent, careless work which is an offence under relevant section under IPC and any loss caused to BSNL have to be compensated by contractor.

Signature of the bidder with seal

9. **The contractor shall also ensure effective supervision of the Data Entry Operators (Skilled Workers) for efficient services in all the locations.**
10. The contractor would ensure healthy industrial relations with his staff and settle workers grievances without disruption of the **Data Entry Operators (Skilled Workers)**.
11. The contractor shall issue name badges to all its representatives and ensure that they wear them while on duty. Contractor shall issue to all its workers, Identity cards bearing their photographs. This shall be ensured by the contractor, without any extra cost to BSNL.
12. BSNL reserves right to offer counter offer price(s) against price(s) quoted by the Bidder.
13. The contractor shall be liable for any legal dispute/case/claims that have arisen or may arise during the currency of the contract.
14. The contractor shall be responsible for compliance of all the laws rules/regulations and Govt. instructions that are/will be applicable to and aimed to protect the interest of the employees/worker engaged by it and shall ensure payment of all the statutory dues/liabilities as may have arisen during the past 'or' may arise during the course of performance of contract.
15. Notwithstanding anything contained in the Bid document, the successful bidder shall have to furnish an unequivocal and unqualified undertaking/declaration to indemnify BSNL at the time of signing of agreement.
16. **ESI, EPF & Minimum wage Act rules are to be strictly followed by the contractor.**
17. Govt.of India, Ministry of Labour and Employment, New Delhi labour rates should be followed.
18. Quote financial bid rates in rounded of rupees only (no paisa will be entertained)
19. The contractor should be ready to produce the name of the Data Entry Operators (Skilled Workers) engaged in the Broadband Network circle Bangalore, their EPF Account No, ESI account no etc to the designated officer of Broadband Network circle Bangalore.
20. The contractor should produce the certificate monthly without fail for having paid the minimum wages as per labour rules/Act to the Data Entry Operators (Skilled Workers). Further monthly absentee statement of the Data Entry Operators (Skilled Workers). May also to be submitted along with the bill for making the check payment to your company.
21. **The minimum wages revised by the Ministry of Labour and Employment, Govt. of India will be paid to Data Entry Operators as and when rates are increased /changed and the amount of service Charge/margin quoted by the tenderers will remain same, and taxes will Be paid as applicable.**

Signature of the bidder with seal

**Section III**

**FORM – I**

**BID FORM**

Tender No.....

Date.....

A: (Name & Address of the Purchaser)

Dear Sir,

- 1 We, undersigned, offer to provide Data Entry Operators (Skilled Workers) in conformity with the conditions of contract and specifications for the sum shown in the schedule of prices attached herewith and made part of this Bid.
- 2 We undertake, to enter into agreement within one week of being called upon to do so and bear all expenses including charges for stamps etc and agreement will be binding on us.
- 3 If our Bid is accepted, we will obtain the guarantees of a Scheduled Bank for an amount equal to 5% of the contract sum for the due performance of the Contract.
- 4 We agree to abide by this Bid for a period of 150 days from the date fixed for Bid opening and it shall remain binding upon us and may be accepted at any time before the expiry of that period.
- 5 Until an agreement is signed and executed, this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.
- 6 Bid submitted by us is properly sealed and prepared so as to prevent any subsequent and replacement we have submitted EMD of Rs.11,700 /- in the form of D.D drawn in favour of **Internal Financial Adviser, BBNW, New Delhi** in the prescribed proforma along with the Bid.
- 7 We understand that you are not bound to accept the lowest or any bid, you may receive.

Dated this ..... Day of .....2017

Signature of

In capacity of

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

Witness.....

Address.....

Signature

Signature of the bidder with seal

**FORM – II**

**PERFORMANCE SECURITY BOND FORM**

1. In consideration of Bharat Sanchar Nigam Limited, Broadband Networks Bangalore (here in after called the BSNL, Broadband Networks Bangalore) having agreed \_\_\_\_\_ to \_\_\_\_\_ exempt \_\_\_\_\_ (here in after called the said contractor(s) from the demand of security deposit/earnest money of Rs. \_\_\_\_\_ on production of Bank Guarantee for Rs. \_\_\_\_\_ for the due fulfilment by the said contractors of the terms & conditions to be contained in an Agreement dated \_\_\_\_\_ and Tender document no. \_\_\_\_\_ (herein after referred to as Agreement) in connection with the contract for supply of \_\_\_\_\_ we, (name of the bank) \_\_\_\_\_ (hereinafter referred to as “the Bank”) at the request of \_\_\_\_\_ (Contractor (s) do hereby undertake to pay to the BSNL, Broadband Networks Bangalore an amount of not exceeding \_\_\_\_\_, against any loss or damage caused to or suffered or would be caused to or suffered by the BSNL, New by reason of any breach by the said contractor(s) of any of the terms & conditions contained in the said agreement.

2. We (name of the bank) \_\_\_\_\_ do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the BSNL, Broadband Networks Bangalore stating that the amount claimed is due by way of loss or damages caused to or would be caused to or suffered by the BSNL, Broadband Networks Bangalore by reason of breach by the said contractor(s) of any of the terms & conditions contained in the said agreement or by reason of the contractor(s) failure to perform the said Agreement or breach of any terms and conditions of contract. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where the decision of the BSNL, Broadband Networks Bangalore in these counts shall be final and binding on the bank. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. \_\_\_\_\_

3. We undertake to pay to the BSNL, Broadband Networks Bangalore any money so demanded not with standing any disputes raised by the contractor(s)/supplier (s) in any suit or proceeding pending before any court of tribunal relating there to our liability under the present being absolute and equivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the contractor(s)/supplier(s) shall have no claim against us for making such payment

Signature of the bidder with seal



4. We (name of the bank) \_\_\_\_\_ further agree that the guarantee herein contained shall remain in full force and effect initially for a period of one year from the date of acceptance and further agree to extend the same from time to time (one year at each time). It shall continue to be enforceable till all the dues of the BSNL, Broadband Networks Bangalore under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till BSNL, Broadband Networks Bangalore certifies that the terms & conditions of the said agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the expiry of ONE YEAR from the date hereof, we shall be discharged from all liabilities under this guarantee there after.

5. We (name of the bank) further agree with the BSNL, Broadband Networks Bangalore that the BSNL, Broadband Networks Bangalore shall have the fullest liberty without our consent and without affecting in any manner our obligations here under to vary and of the terms & conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time to time any of the powers exercisable by the BSNL, broadband Networks Bangalore against the said contractor(s) and to forbear or enforce any of the terms & conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contractor(s) or for any forbearance, and or any omission on the part of the BSNL, Broadband Networks Bangalore or any indulgence by the BSNL, broadband Networks Bangalore to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s)/supplier(s)

7. We (name of the Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent.

This guarantee is valid from \_\_\_\_\_ to \_\_\_\_\_

Dated \_\_\_\_\_

For \_\_\_\_\_  
(Indicating the name of the bank)

N.B.: This guarantee should be issued on non-judicial stamped paper, stamped in accordance with the stamp act.

Signature of the bidder with seal

**LETTER OF AUTHORIZATION FOR ATTENDING BID OPENING**

**Divisional Engineer (Admn),  
O/o General Manager, Broadband Networks,  
5<sup>th</sup> Floor, Bangalore East Telephone Exchange Building,  
Bangalore-05  
Tele Ph. 080.2580 8878**

Subject: Authorization for attending bid opening on \_\_\_\_\_ (date)  
in the Tender of \_\_\_\_\_.

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 Signatures</b>
I.		
II.		
Alternate Representative		
Signatures of bidder		
or		
Officer authorized to sign the bid		
Documents on behalf of the bidder.		

Note: 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.

Signature of the bidder with seal

**FORM - IV**

(Certificate on Non Participation of near Relatives in the tender called for Data Entry Operators for the O/o GM, Broadband Networks, Bangalore-05

Dated.....)

**CERTIFICATE**

I \_\_\_\_\_ Son of / W /O \_\_\_\_\_  
R/O \_\_\_\_\_ here by certify that none of my relative(s) as defined in Section II.1 clause 11 of tender documents is/are employed in BSNL unit 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.

Signed \_\_\_\_\_

For and on behalf of the Agency

Name (caps) \_\_\_\_\_

Position \_\_\_\_\_

Date \_\_\_\_\_

Signature of the bidder with seal

**SECTION - IV  
FORM-I**

**PRICE SCHEDULE**

**Schedule of Requirement and rates for Data Entry- Operators  
(Skilled Workers).**

**(Please quote in both words and figures in Rupees only)**

**PRICE BID**

Sl. No (a)	Name (b)	Basic Rate of skilled workers including VDA per month (c)	EPF/ESI /Administrative charges/ (d)	Margin (e)	Total (f) (c+d+e)	Total Qty (g)	Net total (h) (f x g)	Service tax as applicable (i)	Grand total (J)
1	Data Entry Operators (skilled workers) in English					<u>03 Nos</u>			

**Total Amount including ST**

In Figures	In Words

Signature of the bidder with seal

**BID SECURITY FORM**

No.....

Date.....

To

The D.E (Admn.)  
Bharat Sanchar Nigam Limited,  
Broadband Networks, 5<sup>th</sup> floor, Bangalore East Telephone Exchange Building,  
Bangalore-5

Whereas.....(Hereinafter called “the bidder”) has submitted its bid dated.....For service .of Data Enrty 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 BSNL in the sum of Rs.....for which payment will and truly to be made of the BSNL.,the Bank binds itself, its successors and assigns by these present.

THE CONDITIONS of the obligations 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 BSNL, 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. OR
  - (c) Fails or refuses to perform their duties fully or partially to the satisfaction of BSNL.

We undertake to pay the BSNL 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. BSNL will not that the amount claimed by it is due to it owing to the occurrence of any one or both of the conditions, specifying the occurred condition or conditions.

This guarantee will remain in force as specified in clause 8.1 (Sec I) of the Bid document up to 180 days 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.

Name & Signature of witness  
Address of witness

Signature of the Bank Authority

Name  
Signed in capacity of  
Full address of Branch  
Tel No. of Branch  
Fax No. of Branch