



BHARAT SANCHAR NIGAM LIMITED
(A Govt. of India Enterprise)
Office of the General Manager Telecom District
Sector-15A Faridabad

B I D D O C U M E N T

**Tender for Data Entry Services for
various types of Report Generation in
Computer at Different Locations in
Faridabad SSA**

Tender No. FTD/Plg-II/WP-1220/2016-17/22 Dated 10.02.2017

1. **Name & Address of Bidder** : _____

2. **Date of Issue** : _____

**Assistant General Manager(Plg) BSNL
FARIDABAD TELECOM DISTRICT**

Check list of Documents to be submitted by the Bidder along with Technical Bid
**“Tender for Data Entry Services for various types of Report Generation
 in Computer at Different Locations in Faridabad SSA”**

S. No.	PARTICULARS	COMPLIED (Yes/No)
1	Cost of Bid Document (if downloaded from web site) in the form of DD	
2	Bid Security in accordance with the Tender Document in the form of DD.	
3	Bid Form, duly filled in, as per Tender Document SECTION- V	
4	Tenderer’s profile duly filled in as per SECTION-IV of the tender document	
5	Tender document(s), in original, duly filled in and signed by tenderer or his authorized representative along with seal.	
6	“Power of Attorney” in case person other than the tenderer has signed the tender documents or partnership deed in case of partnership firm or MOA/certificates of incorporation in case of company.	
7	Registration of the firm with Partnership Deed/Memorandum of Association.	
8	Copy of Experience Certificate as per NIT	
9	Copy of latest Income Tax Return filed with concerned authority & Copy of PAN Card	
10	Authenticated Certificate to ascertain the Turn Over of the bidder for last three years.	
11	Declaration i.r.o. employment of near relative SECTION-VIII	
12	Authorization Letter for authorized representative(s) to participate in tender	
13	Service Tax Registration Certificate	
14	EPF & ESI Registration Certificate	

- NOTE:**
1. All the documentary evidences must be duly attested by gazetted officer and self attested.
 2. Unattested copies of documentary evidence shall not be treated as valid.
 3. Experience should be in the form of experience certificate. Submission of P.O. in place of experience certificate will not be considered as valid.



BHARAT SANCHAR NIGAM LIMITED

(A Govt. of India Enterprise)

OFFICE OF THE GENERAL MANAGER TELECOM
ADMINISTRATIVE BUILDING, SECTOR-15A, FARIDABAD

TENDER No. FTD/Plg-II/WP-1220/2016-17/22 Dated at Faridabad the 10.02.2017

NOTICE INVITING TENDER

E-Tenders (Digitally sealed) are invited by the GMTD Faridabad on behalf of Bharat Sanchar Nigam Limited from the eligible contractors for the following works:-

1. **NAME OF WORK:-** “Tender for Data Entry Services for various types of Report Generation in Computer at Different Locations in Faridabad SSA”
2. **Area of contract & details:-**

Area	Estimated Cost (In Rs.)	Cost of Bid Document (Non Refundable) (In Rs.)	Bid Security (In Rs.)	Last Date for Sale of Tender Document up to 1700 Hrs.	Date of Receipt of Tender Form up to 1400 Hrs. on	Date of Opening of Tender At 1430 Hrs. on
Faridabad SSA	85,05,137/-	1,131/-	2,12,629/-	01.03.2017	02.03.2017	03.03.2017

NOTE:-

NSIC Bidders are not eligible to participate in this tender (as per MSME order dated 23.03.2014, above items are not included in the detailed list).

3. **Period of contract:** - One year from the date of agreement (until otherwise specified).
4. **Eligibility Condition:-**
 - (a) The bidder should have successfully executed the similar type of work of data entry and report generation in Govt. Dept. / MTNL/BSNL/DOT/PSU for a minimum amounting to 35% of tender cost in last three financial years i.e 2013-14,2014-15 & 2015-16.
 - (b) Total turnover of bidder should be Rs 150% or more of tender cost in the last three financial years i.e 2013-14, 2014-15 & 2015-16. The Turnover of the company/contractor as required in eligibility criteria to be issued/certified by a Chartered Accountant/Auditor.
 - (c) Experience certificate should be issued by an officer not below the rank of JAG level officer or equivalent.
 - (d) (i) In case of Two L1 Bidders, the work will be awarded equally between both L1 Bidders.

(ii) In case of more than Two L1 Bidders, the work will be awarded equally between 1st Two L1 Bidders having highest experience.

5. Sale of tender form:-

(a) Tender document containing detailed description of work and terms & condition can be purchased from SDE(L&B) BSNL O/o GMTD Faridabad by paying cost of bid document in cash or D/D in favour of AO(Cash) BSNL O/o GMTD Faridabad OR

Tender document can be downloaded from website www.eprocure.gov.in & www.haryana.bsnl.co.in containing all details of work and term & conditions, Tender is to be submitted online through www.eprocure.gov.in (Instruction for E-tendering attached with bid document) and cost of bid document & Bid security is to be submitted offline as mentioned in clause 7 of NIT.

(b) Venue for opening of tender: Chamber of AGM (Plg) O/o GMTD Administrative Building Sec-15A Faridabad

6. Bid Security:- Bid Security can be paid in the form of Demand Draft issued by a nationalized or scheduled bank, drawn in favour of AO (Cash) BSNL O/o GMTD Faridabad payable at Faridabad. The tender, which is not accompanied by the requisite amount of bid security, shall be summarily rejected.

7. SUBMISSION OF BIDS : OFFLINE

7.1 Method of preparation of offline bid:

7.1.1 Bid for each tender should be submitted in envelope as under: -

Marked on the cover	Contents of envelope
Bid Security & cost of bid document	Containing Bid security & cost of bid document (if form is downloaded) as per clause 8.

On this envelope, the name of the firm and “Bid Security & cost of bid document” must be clearly mentioned and should be properly sealed (with sealing wax/Packing PVC tape). The tenders that are not submitted in above mentioned manner shall be summarily rejected.

7.1.2 The envelope must bear the following;

**Tender for Data Entry Services for various types of Report
Generation in Computer at Different Locations in Faridabad SSA
“ NOT TO OPEN BEFORE (DUE DATE OF TENDER)”**

(Tender No. _____)
(Name of SSA _____)

A.3 The tender will be bound by all terms, conditions & specifications as detailed in the tender documents.

A.4 Any tender with conditions other than those specified in the tender document is liable to be summarily rejected. No modification by the contractor in any of the conditions will be permitted after the tender is opened.

8. SUBMISSION OF BIDS: ONLINE

- 8.1 The BID shall be submitted online through E-tendering and upload all the scanned documents online as per Section-XII, in case of non applicability of any documents "N.A." on firm letter head should be uploaded for that particular document .
- 8.2 Envelop containing Bid Security and Cost of BID Document should be dropped in person in the tender box placed in the office of AGM (Plg) o/o **GMTD Faridabad**, before the closing (**date & time**) of tender, as mentioned in NIT. The tenderer is to insure the delivery of the bids at the correct address. The BSNL shall not be held responsible for delivery of bid to the wrong address.
- 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 tendering authority or by any of the subordinates or will not be allowed to be deposited in the tender box.
- 8.3 **Postponement of Tender opening:** Whenever it is considered necessary to postpone the opening date of tenders, quick decision must be taken and communicated to the tenderers who have purchased the tender documents and shall be at least one day before the original date of opening. The reasons for postponing the tender shall be recorded in writing. Such notice of extension of date of opening shall also be put-up on the notice board and also published in the newspapers in which original NITs have been published. If the date of opening of bids is declared as holiday, the bids will be opened on the next working date at the same time and venue.
- 8.4 The Government of India if subsequently, declares date fixed for opening of bids as holiday, 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.
9. Tender will be opened as per above program in the presence of the tenderer's or their authorized representatives, who may wish to be present at their own cost. (If it happens to be holiday then next working day will be the date of opening).
10. GMTD Faridabad reserves the right to accept /reject any /all the tenders in part or in full without assigning any reason.
11. The tender, which is not accompanied by the requisite bid security, shall be summarily rejected. Tender will not be accepted/ received after expiry date and time
12. The tender details are available at www.haryana.bsnl.co.in & www.eprocure.gov.in
13. Conditional offer will not be accepted.

**AGM (Plg) BSNL
O/o GMTD Faridabad**

SECTION—1**GENERAL TERMS & CONDITIONS OF CONTRACT**

1. Submission of tender will bind the tender to the acceptance of all conditions specified in the tender documents. Conditional offer will not be accepted and will be rejected straightaway

2. EARNEST MONEY DEPOSIT

- a) EMD (BID Security) should be deposited as specified in NIT in the form of Demand Draft Drawn on any scheduled bank in the favour of AO (Cash) BSNL O/o GMTD Faridabad. Tender without earnest money deposit will not be entertained.
- b) Earnest Money Deposit of unsuccessful tenderers shall be refunded after final acceptance of tender and within reasonable time.
- c) The Earnest Money Deposit will not carry any interest for any period whatsoever.
- d) The Earnest Money Deposit will be forfeited to the BSNL in the event of the tenderer withdrawing his offer before final acceptance of tenders.
- e) Earnest Money Deposit of successful tenderer shall also be forfeited to the BSNL in the event of successful tenderer failing to remit the required security deposit within specified time when required to do so.

3. PERFORMANCE SECURITY DEPOSIT

- 3.1 Security deposit @ 10% of total contract value is to be remitted by successful tenderer when required in the form of Demand draft drawn on any of the nationalized or scheduled bank in favour of AO (Cash) BSNL O/o GMTD Faridabad or fixed deposit pledged to AO (Cash) BSNL O/o GMTD Faridabad within 15 days when called upon to do so.
- 3.2 Failure on part of successful bidder in paying security deposit within prescribed time will render his/her offer liable for cancellation.
- 3.3 EMD of the bidder is adjustable in security deposit.
- 3.4 Security Deposit will not bear any interest for any period what so ever it may be.
- 3.5 The BSNL reserves the right to forfeit earnest money and security deposit if the tenderer, after acceptance of the tender, fails to comply or neglect to perform with any of the terms and conditions under the contract.
- 3.6 If the contractor fully performs and completes the work in all respects satisfactorily, BSNL shall refund the security deposit after six months of the successful completion of the contract after observing usual departmental formalities & after deducting all costs and other expenses that the BSNL might have incurred for making good any loss due to any action attributed to the contractor which the BSNL is entitled to recover from the contractor.
- 3.5 In case of breach of any tender condition and submission of any fake or forged document with the tender, delay or non-performance of work , poor quality of work, BSNL may take all or any of the following actions:
 - a) Forfeiture of EMD,
 - b) Forfeiture of SD,
 - c) Cancellation of contract,
 - d) Barring in participation of all future tenders of BSNL/MTNL/DOT

for a period of 3 years or more.

e) Black listing of contractor.

4. **VALIDITY OF TENDER**

Tender once submitted by the tenderer will remain valid for acceptance for a period of six months from the date of opening of tender.

5. **PRICE VALIDITY**

Whereas the tender will remain open for acceptance upto 180 days from the date of opening of tender, the price quoted should remain firm and valid for any work order which the BSNL may place within a period of one year from the date of acceptance of tender and till its complete execution. No variation in price will be allowed within this period for whatever be the reason.

6 The G.M.T.D Faridabad reserves the right to reject or consider any or all the tenders without assigning any reason whatsoever.

7. **SIGNING OF AGREEMENT**

The successful tenderer after depositing security deposit shall be required to execute an agreement on a non judicial stamp paper of Rs. 50/- only on his own cost and in the form annexed hereto. In the event of failure of the tenderer to sign the agreement within seven days of being called upon to do so after acceptance of tender and furnishing the necessary security deposit, or in the event of failure to start the work as stipulated, the earnest money and / or initial security deposit shall stand forfeited to the BSNL and the acceptance of the tender shall be considered as revoked.

8. Any amount which becomes due and recoverable from the contractor on account of any matter relating to this contract, shall, also be recoverable from any sum that is due or any sum that may become due to the contractor out of this contract or any other contract with the BSNL.

9. **SETTLEMENT OF CLAIMS FOR LOSSES & DAMAGES**

In the matter of settling any claim for losses/ damages cost of expenses to which the BSNL may be put by reasons of default or negligence of contractor, the decision of the G.M.T. Faridabad in writing will be final and binding on the contractor.

10. **TERMINATION OF CONTRACT**

The G.M.T.D Faridabad has the right to terminate the contract either partly or fully at any stage without assigning any reason by giving 10 days notice in writing to that effect and shall not be liable to pay any compensation to the contractor thereof.

11. In the event of contractor failing to execute the contract to the satisfaction of the G.M.T. Faridabad / concerned D.E.T/CAO/SDE/AO., the G.M.T. Faridabad shall have the right:

(i) To reject or/ and withhold payment for such quantity of work till such time the defect rectified to the satisfaction of the G.M.T. / Concerned officer.

(ii) G.M.T. Faridabad may even terminate the contract as per clause 10 above.

12. **Payment of Wages**

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

b. No wage period shall exceed one month.

c. The wages of every person employed as contract labors in an establishment

- or by a contractor, where less than one thousand such persons are employed, shall be paid before the expiry of the seventh day and in other cases before the expiry of the tenth day after the last day of the wage period in respect of which the wages are payable. Contractor has to continue the payment for at least 6 months even if no payment is done by BSNL to contractor.
- d. 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.
 - e. All payment of wages shall be made on working day at the work premises and during the working time on a date notified in advance and in case the work is completed before the expiry of the wage period, final payment shall be made within 48 hours of the last working day.
 - f. Wages due to every worker shall be paid to him direct or to other person authorized by him in this behalf.
 - g. Contractor shall pay to its employees deployed for providing services to BSNL not less than minimum wages as notified by Haryana Govt time to time by cheque/Online Mode only till date mentioned in point (c) and will submit its bill for recoupment after completing all requisite formalities & shall comply with all statutory laws. Rules, relating to employment, wages, PF, ID, act etc. Contractor shall ensure to issue of EPF Contribution Card and ESI Pehchan Card to its employees deployed.
 - h. The Contractor will submit the bill of arrears, if any due to enhancement in the minimum wages by Haryana Govt from time to time to the GMTD Faridabad. Bills to be submitted after notification in revision of minimum wages shall be generated on revised rate.
 - i. Wages shall be paid without any deductions of any kind of except those specified by the Central BSNL by general or special order in this behalf or permissible under the Payment of Wages Act 1956.
 - j. A notice showing the wages period and the Place and the time of the disbursement shall be displayed at the Place of work and copy sent by the contractor to the Officer-in-charge under acknowledgement.
 - k. It shall be the duty of the contractor to ensure the disbursement of wages in presence of the Officer-in-charge or any other authorized representative of the Officer-in-charge who will be required to be present at the Place and time of the disbursement of wages by the contractor to workmen.
 - l. The contractor shall obtain from the Officer-in-charge or any other authorized representative of the Officer-in-charge, as the case may be, a certificate under his signature on the satisfactory service certificate, in the following form:-
“Certified that the wages has been paid to the workman concerned through cheque having cheque no..... /transaction idin case of online transaction”.

13 ARBRITRATION

- (i) In respect of any dispute arising out in connection with the interpretation of any clause in the terms of contract / agreement or otherwise except for the matters the decision of which is given in this agreement, the matter shall be referred for arbitration to the C.G.M.T. Haryana, Ambala who shall appoint an Arbitrator to decide the case. The appointment of such arbitrator shall not be questioned by the contractor on the ground that the Arbitrator belongs to the BSNL. The provision of Arbitration and Conciliation act 1996 or any statutory modification or enactment thereof and the rules there under in force shall apply to the Arbitration proceedings under this clause.
- (ii) Even during the Arbitration the work can not be stayed because it pertains to essential public utility service. The BSNL reserve the right to get the work completed through any other contractor at the risk and cost of the contractor.
- 14** Income tax shall be deducted as per rates applicable from each running bill/ final bill.
- 15** The BSNL reserves the right to appoint one or more than one contractor for the work on the rates approved.
- 16** The contractor shall not sublet or transfer the contract to any other party without obtaining prior approval of the G.M.T. Faridabad.
- 17** In case of legal dispute, the legal jurisdiction will be Faridabad City only.
- 18** Contractor will be responsible for any accident, mishap and injury to his workers while carrying out the work. Compensation to the effected worker if any will be the liability of the contractor.
- 19** In case of death of contractor during the period of contract, G.M.T. Faridabad may at his opinion either immediately terminate the agreement or may require the surviving partner/ legal heir of the contractor to complete the contract as per the original agreement.
- 20** The tenderer will comply with the provisions of the contract labour “regulation & abolition Act 1970” and contract labour rules 1971 and minimum wages act and rules thereof, Central and State Governments. Contractor shall also apply to the labour enforcement officer and / or to the Asstt. Labour Commissioner for registration and for obtaining labour licenses and shall obtain labour license within a period of 15 days of signing the agreement.
- 21** The tenderer shall also comply with rule and regulation of “Employees provident fund” & “Employees State Insurance” as per the rules applicable. He will produce the proof of having been deposited the required amount of EPF & ESI in the name of employee/labour engaged for this purpose at his own cost and expenses. If at any stage during period of contract it is observed that the contractor is not complying with the rule and regulations of employee provident fund then in that case G.M.T. Faridabad can withhold the 25% of bill amount/ contract value till such claim are settled as per the existing norms.
- 22** Complying with all the statutory govt. duties and taxes will be the responsibility of the contractor at his own cost and contractor will keep BSNL indemnify at all time from such type of Govt. liability.

23 FORCE MAJEURE:

- (i) If any time, during the continuance of this contract the performance on whole or sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (Herein after referred to as events) provided notice of happenings, of any such eventuality is given by either party to the other within in part by either party or any obligation under this contract shall be prevented or delayed by reason of any war, or hostility, acts of the public enemy, civil commotion 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any such claim for damages against the other respect or such non-performance and work under the contract shall be resumed as soon as practicable after such event may come to an end or cease to exist, and the decision of the BSNL as to whether the work 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 an such event for a period exceeding 60 days either party may at his option terminate the contract.
- (ii) Provided also that if the contract is terminated under this clause, the BSNL shall be at liberty to take over from the contractor at a price to be fixed by the BSNL, which shall be final, all unused, undamaged and acceptable materials, bought out components and stores in the course of execution of the contract, in possession of the contractor at the time of such termination of such portion thereof as the BSNL may deem fit excepting such materials bought out components and stores as the contracts may with the concurrence of the BSNL elect to retain.

24 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 the BSNL or the Govt. or any other person or persons contracting through the Govt. of India and set off the same against any claim of the BSNL or Govt. or such other person or persons for payment of a sum of money arising out of this contract made by the Contractor with BSNL or Govt. or such other person or persons contracting through Govt. of India.

25 NEAR RELATIVE CONDITION

- (i) The company or firm or any other person is not permitted to tender for works in BSNL unit in which his near relatives is / are posted. The unit is defined as SSA / Circle/Chief Engineer/Chief Architect/Corporate Office for non executive employees and all SSA in Circle including Circle Office / Chief Engineer / Chief Architect / Corporate Office for executive employees (including those called as Gazetted Officers at present).
- (ii) Near relative is defined as :-
- a) Member of Hindu un-divided family.
 - b) Husband and Wife.

- c) The one is related to other in the manner as father, mother, sons, sons wife (Daughter in-law), Daughters, Daughters Husband (Son in-law), brother, brothers wife, sisters, sisters husband (Brother in-law)

26 List of documents to be submitted by bidder for establishing the technical eligibility :-

The bidder shall upload scanned copy of documents listed below for online bidding, in case of non applicability of any documents "N.A." on firm letter head should be uploaded for that particular document for establishing the bidder's eligibility.

- i) Cost of bid document (if downloaded from web site) in the form of DD in favour of AO (Cash) BSNL O/o GMTD Faridabad.
 - ii) Bid Security in accordance with the tender document in the form of DD in favour of AO (Cash) BSNL O/o GMTD Faridabad.
 - iii) Bid form, duly filled in, as per SECTION – V of Tender Document.
 - iv) Tenderer's profile, duly filled in, as per SECTION-IV of Tender Document.
 - v) 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 overwriting must be initialed with date by the tenderer or his authorized representative.
 - VI) Original "Power of Attorney" in case person other than the tenderer has signed the tender documents.
 - a) The power of attorney should be submitted and executed on the non-judicial stamp paper of appropriate value as prevailing in the concerned states(s) and the same be attested by a Notary public or registered before Sub-registrar of the state(s) concerned.
 - b) The power of Attorney be executed by a person who has been authorized by the Board of Directors of the bidder in this regard, on behalf of the Company/institution/Body corporate.
 - c) In case of the bidder being a firm, the said Power of attorney should be executed by all the Partner (s) in favour of the said attorney.
 - d) Attestation of the specimen signature of such authorized signatory of the bid by the company's/firm's bankers shall be furnished Name designation, phone number, mobile number, email address and postal address of the authorized signature shall be provided.
- or in case of Partnership firm/Company along with Memorandum of Article.**
- VII) Registration of the firm, authenticated copy partnership deed in case of partnership firm/ Certificate of incorporation in case of company/ Affidavit in case of proprietorship etc
 - VIII) Copy of Experience certificate as per NIT
 - IX) Copy of Latest Income tax return filed with concerned authority and copy of PAN CARD of bidder.
 - X) Authenticated certificate to ascertain the Turnover of the bidder for last three years.
 - XI) Declaration in respect of employment of near relative as per SECTION-VIII.

- XII) Authorization letter of for authorized representative (s) to participate in tender opening.
- XIII) Service Tax registration certificate.
- XIV) EPF & ESI registration certificate of bidder.

- NOTE: 1. All the documentary evidences must be duly attested by gazette officer and self attested.**
- 2. Unattested copies of documentary evidence shall not be treated as valid.**
 - 3. Experience should be in the form of experience certificate. Submission of P.O. in place of experience certificate will not be considered as valid.**
 - 4. EPF, ESI & Service Tax filed challan can be checked by BSNL if required at any time.**

SECTION – II

INSTRUCTIONS TO TENDERERS

1. The tenderer must carefully read the terms and conditions and specifications and the instructions to the tenderers before filling up tender schedule and his quotations.
2. Tenderers must sign all pages of tender documents including “ Details of Tenderer” and “Schedule of rates” failing which offer is liable to be rejected.
3. Tenders received in unsealed covers will not be considered, such tenders will only be recorded.
4. Tender shall be considered in prescribed form only.
5. Service Charge above to base rate should be quoted in both words and figures. If there is any discrepancy in the service charge, the service charge quoted in words will be taken as correct for purpose of evaluation.
6. Any tender not accompanied with the Demand Draft on account of stipulated amount of earnest money, shall not be considered.
7. Any tender not confirming to any of the conditions specified in the documents is liable to be rejected. GMTD Faridabad at its discretion may call for any clarification/document from the bidders.
8. No modifications by the tenderer on any of the condition will be permitted after tender is opened.
9. 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 Service Charge should be inclusive of **all charges, surcharges, taxes, duties, etc. excluding Service Tax and** valid for Twelve months from date of signing of agreement and can be extended for further period as per requirement of BSNL at the discretion of the GMTD Faridabad.
 - (c) Any attempt at influencing the evaluation of the tender will result in the tenderer’s 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 / Manger / 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.
10. Offer of tenderer who does not have requisite experience & infrastructure will be summarily rejected.
11. The tenderer should sign each page of tender documents. Non filling of information as required, non-signing of each page of tender documents or non-furnishings the required documents may render the offer liable to be rejected.
12. Tender may be dropped in person in the tender box kept at the office of AGM (Plg) BSNL, O/o GMTD Faridabad.
13. Any tender received after stipulated time & date for closing of tender will not be considered.
14. The acceptance of the tender will rest with the GMTD Faridabad 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.

15. The tender offer will remain open for acceptance for a period of 180 days from the date of opening.
16. The tender document is not transferable.
17. GMT Faridabad reserves the right to add any other condition in the agreement which may be necessary for smooth/ proper implementation of the agreement.
18. The company or firm or any other person is not permitted to tender for works in BSNL unit in which his near relative(s) is (are) posted.
19. Any other relevant condition given in the tender document will be also applicable in agreement.

**AGM(Plg) BSNL
O/o GMTD FARIDABAD**

SECTION III

1. BSNL reserves the right to increase or decrease the work up to 25% of the estimated cost specified in the tender form without any change in service charge and terms & conditions of the contract subject to satisfactory performance of contractor and further contract period may be extended upto six months in a broken period of three months.
2. In the event of any damage or loss of material while in possession of the contractor, recovery will be made from the contractor to the extent of damage/loss as the case may be, at the rates decided by the G.M.T. Faridabad.
3. The contractor shall manage all data entry services for carrying out the work satisfactorily where location assigned.
4. The contractor shall not engage any departmental official/worker for the contract work.
5. The BSNL shall not be responsible for the continuation of employment of labour engaged by the contractor and they will have no claim of employment from the BSNL in any case.
6. The contractual worker can be called on Sundays/holidays 'if required' depending upon the urgency of work however a compensatory off will be given to him/her corresponding to service taken on Sunday/holidays.
7. The contractor will have to start the work within 7 days from the date of execution of agreement and award of work.
8. **Liquidated damage charges:**
 - i) In Case non performance of work by the contractor at any site, a penalty for Rs.400/- per day per site up to 7 days and Rs 600/- per day per site beyond 7 days to till satisfactory performance will be imposed in addition to wages of absent period for that site will be recovered from the contractor's bill/security for delay in completion of work or non performance beyond the specified period.
 - ii) If the contractor abandoned the work in between, GMT, Faridabad shall be free to get the work done through any outside agency, even at rates higher than the approved rates, losses incurred on this account by the BSNL shall be recovered from the security deposit of the contractor.
 - iii) The GMT Faridabad at his discretion on furnishing of genuine and sufficient grounds for delay in the work by the contractor may waive off the imposition of liquidated damage charges or reduce the amount of such charges.
 - iv) The adjustment of liquidated damage charges from security deposit will be made only when the contract has been terminated or at the time of final settlement of bills on completion of the work.
9. The tenderer will have to accept the tender unconditionally and immediately but not later than a period of 10 days from the date of issue of letter of acceptance and execute the contract agreement on judicial paper of Rupees fifty only (Rs.50/-)
10. Security Deposit will be released after three months from the completion of the contract on a certification from the concerned unit incharge in writing regarding satisfactory completion of the work and no demand outstanding against the contractor.

11. Tenderer should sign each and every page of these documents otherwise his tender is liable to be rejected.
12. **PAYMENT TERMS:-**
Payment will be made to the contractor on monthly basis. The contractor shall prepare a consolidated bill for all the work and will attach satisfactory execution certificate of data entry/ report generation from concerned in charge of work duly c/singed by DE/CAO and DGM concerned with the bill to AGM (Plg) for release of Payment. Proof of having deposited previous month EPF & ESI and copy of wages register of current month for the persons engaged for the job will be submitted with each monthly bill. Contractor will not claim any interest for delay in release of payment.

SECTION – IV

TENDERER’S PROFILE

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 firm
.....
.....
4. Telegraphic Address.....
5. Tel No. (With STD code) (O).....(Fax).....
(R)..... Mobile: Email ID:
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. 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.
9. Particulars of EMD: DD/Cash receipt details
.....
.....
10. Details of Technical and supervisory staff:
.....
.....

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

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 - V

BID FORM

TENDER No. FTD/Plg-II/WP-1220/2016-17/22 Dated 10.02.2017

To
The GMTD
Telecom District Faridabad

Dear Sir,

Having examined the conditions of contract and specifications including agenda , the receipt of which is hereby duly acknowledged, we, undersigned, offer to execute the work **Tender for Data Entry Services for various types of Report Generation in Computer at Different Locations in Faridabad SSA**, in conformity with said conditions of contract and specifications as may be ascertained in accordance with the schedule of prices attached herewith and made part of this bid.

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

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

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

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

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

Dated.....
Signature of Authorized Signatory.....
In capacity of.....

Duly authorized to sign the bid for and on behalf of

Witness.....
Address.....
Signature.....

Signature of Bidder

SECTION – VI**LETTER OF AUTHORISATION FOR ATTENDING BID OPENING****Subject: Authorization for attending bid opening on Dated****Tender No. FTD/Plg-II/WP-1220/2016-17/22 Dated 10.02.2017****Tender for Data Entry Services for various types of Report Generation in Computer at Different Locations in Faridabad SSA**

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

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.

SECTION VII
A G R E E M E N T

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 BSNL here in after referred to as the BSNL, of other part.

Where as the contractor has offered to enter into contract with the said BSNL for the execution of work of "providing Data Entry Services for various types of Report Generation in Computer at Different Location in Faridabad SSA" on the terms and conditions herein contained and the rates approved by the BSNL (copy of Rates annexed) have been duly accepted and where as the necessary security deposits have been duly accepted and where as 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 fromto.....or completion of work for Rs _____ (In words) _____ (inclusive of all the Taxes & Levies except Service Tax) whichever is earlier or until this contract shall be determined by such notice as is hereinafter mentioned, safely carryout, the works as described in tender documents (annexed to the agreement), when the BSNL or (the GMT Faridabad) or any other persons authorized by (the GMT Faridabad) in that behalf require. It is understood by the contractor that the quantity of **Data Entry Locations** 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 as may be found requisite to be given during execution of the work shall be deemed and taken to be and 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 hereby declares that nobody connected with or in the employment of the BSNL of Telecommunications/DTS is not/shall not ever be admitted as partner in the contract.

4) The contractor shall abide by the terms and conditions, rules, guidelines, 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.

5) The GMT Faridabad reserves the right to add any other relevant condition in the tender document at any stage for successful/smooth completion of this agreement.

In witness whereof the parties present have here into set their respective hands and seals the day and year in _____

Above written :

Signed sealed & Delivered by
the above named Contractor in
the presence of.

Witness:

1.

2.

Signed & Delivered on behalf
of the BSNL by
the

Witness :

1.

2.

SECTION VIII

DECLARATION

I _____ S/o _____

r/o _____

Hereby certify that none of my relative(s) as defined in the tender document 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.

Signature & Seal of tenderer

Address: -

Note-1:- In case of proprietorship firm, certificate will be signed by the Proprietor himself.

Note-2:- In case of partnership firm, certificate will be signed by all the partners or their authorized signatory on behalf of partners.

Note-3:- In case of limited company, this certificate is to be signed by CMD and all the board level directors or by their authorized signatory.

SECTION - IX**SPECIAL TERMS & CONDITIONS OF CONTRACT**

1. The tenderer is required to provide services for data entry and report generation for various operations at the different locations in Faridabad SSA.
2. All the work has to be carried out in the premises of the department. The tendered works to be carried out at different sites.
3. The tenderer has to quote in Service Charge for providing **Data entry services for various types of report generation in computer at different locations in Faridabad SSA.**
4. PCs & Stationary required for the work will be supplied by the department.
5. The tenderer shall be responsible to provide experienced & Data Entry operators with working knowledge of computers, Data entry & Report Generations etc.
6. If any damage to computers & other accessories is caused due to negligence of the tenderer, recovery on this account shall be made from contractor as decided by the GMTD FBD decision of whom will be final & binding on the contractor.
7. If any report printed has some errors, the same has to be corrected & regenerated without any extra charges.
8. The report generation shall mean the generation of a totally new report/modification in the existing report and printing of the report including data entry one time.
9. The contractor is expected to start the work within a maximum of seven days of the acceptance of contract and signing of agreement.
10. The contractor shall be responsible for the execution of Date Entry and report generation Jobs assigned to him by concerned officers of the Department on day to day basis subject to minimum output to complete the work assigned in a day on the same day itself.
11. The BSNL will have the discretion to grant extension of time for the completion of the work if it is considered to be in the interest of the BSNL to do so.
12. 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.
13. The tenderer shall be wholly responsible for the proper preservation and safe custody of all material /records handed over to him, in the course of the work under the contract, till the work is completed in all respect. The contractor hereby undertake to indemnify the BSNL against all losses or damage of the aforesaid material from any cause whatsoever and to make good all such losses or damage sustained by the BSNL and the decision of the GMT Faridabad in this behalf shall be final and binding.
14. The tenderer shall take every care to ensure that the department material made over to him for execution of allotment job does not fall in the unauthorized hands. Care should be taken by the contractor to execute the work in the secret manner under security condition to the satisfaction to the department and no material/records will be carried out from the computer room/office.
15. The tender shall not engage any departmental employee/casual labour for getting the job executed.
16. Contractor will not be allowed to use his/her own floppies or software etc. unless specifically authorized by the concerned Officer.

17. The integrity and workmanship of the Data Entry person engaged should be beyond doubt.
18. BSNL reserve the right to ask the contractor to change the staff engaged for carrying out tendered work, which has to be complied with immediately.
19. 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 it shall be the responsibility of contractor and no payment shall be made for that specific period. Similarly for absence of operator for any part of the day, substitute will have to be provided immediately.
20. The contractual worker can be called on Sundays/holidays if required depending upon the urgency of work however a compensatory off will be given to him/her corresponding to service taken on Sunday/holidays. No travelling charges or any compensation for any damage or losses in the course of execution of the job will be heard by the BSNL.
21. All tender conditions are binding to the bidders. If found breach of any conditions of contract or tender security deposit will be forfeited.

Requirement of Data Entry Services for report generation

S.no.	Name of work	No. of Service locations for 8 Hours per day per location excluding holiday and sunday
1	Data entry services for various types of report generation in computer at different locations in Faridabad SSA.	60

Signature with office seal

SECTION -X
Evaluation

The latest Minimum Wages of Haryana Government vide Labour Comissioner Harynana office IR-2/2016/40727-883 DATED 21.10.2016 for the Data Entry Opertaor is Rs. 359.32/- per day i.e. Rs. 8473.96/- per month w.e.f 01.07.2016.The Minimum total statutory payments to be paid to the contract labour are as below-

Sr. No	Components of Wages for Data Entry Operator per month	In RS
1	Minimum Wages per Month	9342.53
2	Employee Provident Fund @ 3.67 %	342.87
3	Employee Pension Scheme @ 8.33 %	778.23
4	Employee Deposit Linked Insurance @ 0.5 %	46.71
5	EPF Administrative Charges @ .85 %	79.41
6	EDLIS Administrative Charges @ 0.01 %	.93
7	ESI Contribution @ 4.75 %	443.77
8	Bonus @ 8.33% for Rs.9342.53 /-	778.23
9	Total	11812.69
10	Relieving Charges 1/6 th of total of serial (9)	0
11	Base Rates per location for 8 Hrs	11812.69

The above Base Rates shall be revised every six month on revision of the Minimum Wages by the Haryna Government and accordingly same has to be paid to the contarct labour on revised rate. Generally revision of Minimum Wages is being done by the Government two times in a year in the month of Jan and July.

On the above Base Rates, the bidder will need to quote its 'Service charges in % as below-

No. of Service locations for 8 Hours per day per location excluding holiday and sunday	Service Charges above to Base Rates, in % for providing Data entry Services for various type of report generation in computer at different location in Faridabad SSA.	
	% In Figures	% In Words

The Bidder should quote Service Charges in % above to Base Rate not less than 4%.The Financial bid of Bidders quoting less than 4% above base rate will be rejected .The service charges quoted in % up to two decimal point will be considered .Quoted service charge more than two decimal point will not be rounded off for deciding L1 Bidder .The contractor who quotes the lowest rates in terms of % will be the L-1 bidder.

SECTION-XI**FINANCIAL BID**

Name of Bidder

No. of Service locations for 8 Hours per day per location excluding holiday and sunday	Service Charges above to Base rate,in % for providing Data entry Services for various type of report generation in computer at different location in Faridabad SSA.	
	% in Figure	% in words

The Base Rates shall be revised every six month on revision of the Minimum Wages by the Haryana Government and accordingly same has to be paid to the contract labour on revised rate. Generally revision of Minimum Wages is being done by the Government two times in a year in the month of Jan and July.

On the Base Rates, the bidder will need to quote for Service charges above to Base rate in % :-

NOTE:-

- 1 .L1 will be decided on the basis of service charges quote in %.
2. The Bidder should quote Service Charges in % above to Base Rate not less than 4%.The Financial bid of Bidders quoting less than 4% above base rate will be rejected .The service charges quoted in % up to two decimal point will be considered .Quoted service charge more than two decimal point will not be rounded off for deciding L1 Bidder.The contractor who quotes the lowest rates in terms of % will be the L-1 bidder.
3. Service tax shall be paid extra, as applicable.

Signature and Seal of Bidder

Section - XII

E-Tendering Instructions to Bidders

General

The Special Instructions (for e-Tendering) supplement 'Instruction to Bidders', as given in this Tender Document. Submission of Online Bids is mandatory for this Tender. E-Tendering is a new methodology for conducting Public Procurement of services in a transparent and secured manner. Bidders will be the biggest beneficiaries of this new system of procurement. For conducting electronic Tendering, BSNL Faridabad has decided to use the Portal (<http://www.eprocure.gov.in>) through Central Public Procurement Portal, Government of India. Benefits to Suppliers are outlined on the Home-page of the portal.

Instructions

1. Tender Bidding Methodology

Sealed Bid System – 'Single Stage - TWO Envelope'.

2. Broad outline of activities from Bidders prospective

1. Procure a Digital Signing Certificate (DSC)
2. Register on Central Public Procurement Portal (CPPP)
3. Create Users and assign roles on CPPP
4. View Notice Inviting Tender (NIT) on CPPP
5. Download Official Copy of Tender Documents from CPPP
6. Bid-Submission on CPPP: Prepare & arrange all document/paper for submission of bid online and offline.
7. **Submission of offline documents in sealed envelope to AGM (Plg) O/o GMTD, Faridabad on or before due date & time.**
8. Please take care to scan documents that total size of documents, to be uploaded remains minimum. If required, documents may be scanned at lower resolutions say at 150 dpi. However it shall be sole responsibility of bidder that the uploaded documents remain legible.

9. Utmost care may be taken to name the files/documents to be uploaded on CPPP. There should be no special character or space in the name of file. Only underscores are allowed.

10. It is advised that all the documents to be submitted (**Refer Clause No 26 Section-I**) are kept scanned or converted to PDF format in a separate folder on your computer before starting online submission. Price schedule (Financial Bid) as per **Section-XI (PDF Format)** may be downloaded and service charge may be filled appropriately. This file may also be saved in a secret folder on your computer. The names & total size of documents (Preferably below 50 MB) may be checked. For participating in this Tender online, the following instructions are to be read carefully. These instructions are supplemented with more detailed guidelines on the relevant screens of the CPPP.

3. Digital Certificates

For integrity of data and its authenticity/ non-repudiation of electronic records, and be compliant with IT Act 2000, **it is necessary for each user to have a Digital Certificate (DC) also referred to as Digital Signature**

Certificate (DSC), of Class 2 or above, issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer <http://www.cca.gov.in>].

4. Method for submission of bid documents

In this Tender the bidder has to participate in e-Tender online. Bid security and cost of bid document are to be submitted physically offline.

4.1. Offline submission

The bidder shall submit Bid security and cost of bid document offline to AGM (Plg) O/o GMTD, Faridabad on or before the date & time of submission of bids specified in NIT, in a Sealed Envelope. The envelope shall bear (Tender name), the Tender number and the words 'DO NOT OPEN BEFORE' (due date & time).

Note: The Bidder has to upload the digitally signed copy of all above said documents during Online Bid submission also.

4.2 Online submission: Submission of all digitally signed documents as per NIT and financial bid as per **Section-XI** in separate folders.

Note:

- (i) If some document is not applicable for the bidder then he has to upload scanned copy of paper mentioning 'the document ...<name>.... called vide clause _____ is not applicable on us.
- (ii) If document asked for contains more than one page then all those pages may be uploaded in one PDF file.

5. Registration

To use the Central Public Procurement Portal (<https://www.eprocure.gov.in>) Vendor need to register on the portal. The vendor should visit the home-page of the CPPP portal (<https://www.eprocure.gov.in>) and go to the e-procure link then select Bidders Manual Kit.

Note: Please contact NIC Helpdesk (as given below), to get your registration accepted/activated
NIC

Helpdesk

Telephone 1800 3070 2232, 91-7878007972 and 91-7878007973

E-mail ID cppp-nic@nic.in , cpp-doe@nic.in

[Please mark CC: support-nic@ncode.in]

Price schedule (Financial bid)

Utmost care may kindly be taken to upload price schedule (Financial bid). Any change in the format of price Schedule (Financial bid) file shall render it unfit for bidding. Following steps may be followed

1. Download price schedule (Financial bid) **Section-XI**.
2. Fill rates in down loaded price schedule (Financial bid)
3. Save filled copy of downloaded price schedule (Financial bid) file in your computer and remember its Name & location for uploading correct file (duly filled in) when required.
4. Download price schedule (Financial bid) in PDF format. Get it printed, fill up required

information. Scan it and save in your computer for uploading it while submitting the bid.

Other Instructions

For further instructions, the bidder should visit the home-page of the portal (www.eprocure.gov.in), and go to the Bidders Manual Kit. The compatible support software (PDF Converter, Java, etc) for online bid submission may be downloaded from CPP Portal.

The help information provided through 'CPPP User-Guidance Center' is available in three categories –Users intending to Register / First-Time Users, Logged-in users of Buyer organizations, and Logged-in users of Supplier organizations. Various links are provided under each of the three categories.

Important Note: It is strongly recommended that all authorized users of Supplier organizations should thoroughly peruse the information provided under the relevant links, and take appropriate action. This will prevent hiccups, and minimize teething problems during the use of CPPP. The following '**FOUR KEY INSTRUCTIONS for BIDDERS**' must be assiduously adhered to:

1. Obtain individual Digital Signing Certificate (DSC or DC) well in advance of your first Tender submission deadline on CPPP.
2. Register your organization on CPPP well in advance of your first Tender submission deadline on CPPP.
3. Get your organization's concerned executives trained on CPPP using online training module well in advance of your Tender submission deadline on CPPP.
4. Submit your bids well in advance of Tender submission deadline on CPPP (BSNL will not be responsible for any problem arising out of internet connectivity issues).

8. Minimum Requirements at Bidders end:

- Computer System with good configuration (Min P IV, 1 GB RAM, Windows XP)
- 2 Mbps Broadband connectivity with UPS.
- Microsoft Internet Explorer 6.0 or above
- Digital Certificate(s) for users.

Note: Please visit CPPP (<https://www.eprocure.gov.in>) for more details and latest amendment.