



BHARAT SANCHAR NIGAM LIMITED
(A GOVT. OF INDIA ENTERPRISE)
OFFICE OF THE TELECOM DISTRICT MANAGER
SAHARSA-852201

[TENDER BID DOCUMENT]

E-Tender for Data entry & typing work in computer for one year under SAHARSA SSA extendable by further one year at the same rates, terms & conditions.

NIT No:-TDM/E-TENDER/DATA ENTRY/SHS/19-20/13

Dated 12.03.2020

IMPORTANT

This Tender will be through “E-tendering process”.

Kindly visit our website at www.etenders.gov.in

Last date of Online Submission of Tender Bid – 09.04.2020 up to 14:00 Hrs.

Date and Time of Online Opening of Tender Bid – 10.04.2020 from 15:00 Hrs

Cost of Tender Document – **Rs 500.00 + GST 18% = 590/-**

Name & address of tenderer-TDM BSNL

SAHARSA-852201

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Bharat Sanchar Nigam Limited
(A Govt. of India Enterprises)
OFFICE OF THE TELECOM DISTRICT MANAGER
SAHARSA-852201
SECTION – I
NOTICE INVITING E-TENDER

NIT No:-TDM/E-TENDER/DATA ENTRY/SHS/19-20/13

Dated at SAHARSA 12.03.2020

The TDM, SAHARSA, on behalf of Bharat Sanchar Nigam Limited (BSNL) invites digitally sealed E-tender for the **Data entry & typing work in computer for one year under SAHARSA SSA** from the eligible registered reputed and experienced contractors extendable by further one year at the same rate, terms and conditions. **with mutual consent.** The details are given below.

No.	Details of Works	Estimated cost of work (Rs.)	EMD @2.5 % of Estimated Cost (in Rs)	Cost of Tender document including GST 18% (in Rs.)
1	Data entry & typing work in computer for one year and further extendable by one year at the same rates ,terms and conditions with mutual consent under SAHARSA SSA	5,59,200/=	13,980/=	590/=

1. Availability / Procurement of Tender Document-

The tender document shall be available & can be down loaded from our web site www.etenders.gov.in. Cost of Tender document and EMD as given above, can be deposited in the shape of Demand Draft issued by scheduled bank in favour of A.O. (Cash) O/o TDM, BSNL, SAHARSA, payable at SAHARSA.

2. Sale of Tender Document –

Tender is invited through “Open E-Tendering process”, physical copy of Tender document would not be available for sale.

3. Time and Last date for Online submission of Tender Bids - Up to 14.00 Hrs on 09.04.2020

Duly filled Tender document in original along with all supporting documents signed by tenderer or his authorized representative along with seal on each page, should be submitted online on portal “<https://www.etenders.gov.in>” on or before 09.04.2020 up to 14.00 Hrs.

All corrections and overwriting must be initialed digitally with date by the tenderer or his authorized representative.

**4. Time and Date of online opening of Tender Bid - from 15.00 Hrs on 10.04.2020.
in the chamber of SDE(PLG)O/o TDM,SAHARSA**

Note- In case the date of submission (opening) of bid is declared to be a holiday, the date of submission (opening) of bid will get shifted automatically to next working day at the same scheduled time.

5. Period of contract:- One year from the date of agreement and it may be extended for further period of One Year on same rates, terms & Conditions with mutual consent.

6. Eligibility Conditions -

The eligible Contractors will have to furnish the following documents.

- (a) Proof of Registration of the Firm/Company.
- (b) Photo copy of PAN card in the name of Firm/Company.
In case of Proprietorship, the PAN in the name of Proprietor may be acceptable.
- (c) Photo copy of Latest Income Tax Return (Assessment Year 2019-2020)
- (d) Photo copy of PAN based GST Registration Number and up to date GST return
- (e) Photo copy of EPF Registration /labour license/ ESI (if applicable) with latest return.
- (f) Experience for successful execution Data entry work + Marketing + Broadband maintenance in last seven years (2012-13 to 2018-19) in BSNL/MTNL/DOT in anywhere in India with satisfactory completion of works as given below.
 - (i) One year experience of any one Financial Year at least 80% of Estimated Cost.
OR
 - (ii) Two year experience of any two Financial Year at least 50% of Estimated Cost in each Financial Year.
OR
 - (iii) Three years experience of any three Financial Years at least 40% of Estimated Cost in each Financial Year.

The experience certificate in this regard must be issued by an officer not below the rank of JAG/DGM Level or equivalent officer.

[Note- All above documents should be self attested by bidder in addition to attestation by a Gazetted officer / Notary]

[Note :- Those bidder who will have experience in all the three mentioned work will be given priority]

- (g) Declaration on prescribed Performa for “No near relative in BSNL” on stamp paper of Rs 10/- (Format at Section-VIII)
 - (h) Declaration on stamp paper of Rs 10/- that he has not been Black listed or Debarred from participation on tender anywhere in BSNL/MTNL/DOT
(Format at Section-X)
 - (i) Original “Power of Attorney” in case person other than the tenderer has signed the tender document.
 - (j) Cost of Tender document & EMD (Bid security) in accordance to NIT.
7. The “Technical Bid” should contain:-
- (a) Cost of Tender document & EMD (Bid security) in accordance to NIT.
 - (b) Tender document in original, dully filled in and digitally signed by the tenderer or his authorised representative on each page along with seal.
 - (c) Document establishing the eligibility of the firm, as mentioned above.
8. The “Financial Bid” should be submitted Online only, in format available in tender wizard.
9. Only Technical Bid will be opened on tender opening date.
10. Financial Bid will be opened after evaluation of Technical Bid of those bidders found technically eligible.
11. Bid will be valid for a period of 180 days from the date of opening of bid.
12. Rest terms and conditions are available in the tender document. In case of any difference in terms and conditions in NIT & tender document, the conditions given in tender document will prevail.
13. The original Demand Draft of cost of tender document & EMD may be sent by Courier / Registered Post in sealed envelope addressed to, the SDE(PLG), O/o TDM,BSNL, SAHARSA, so as to reach before prescribed date and time.
14. The operators to be provided must have certificate related to computer work from any recognized institute. Photocopy of certificates to be uploaded.

Kindly see the section XII special instruction to bidder for E-tendering process regarding online and off line submission of documents very carefully.

TDM, BSNL SAHARSA reserves the right to award work to one or more contractor(s) and to accept/reject one/more or all the tenders, without assigning any reason.

**SDE(PLG)
O/o TDM, SAHARSA
Tel No- 06478-227127**

SECTION - II
BID FORM

Ref: NIT No:-

To
The SDE(PLG)
O/o TDM, BSNL SAHARSA

Dear Sir,

Having examined the conditions of contract and specifications including addenda No..... the receipt of which is hereby duly acknowledged, we, undersigned, offer to execute the work of Data feeding & report generation work in SAHARSA District, in conformity with said drawings, 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 tender document/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.

We understand that you are not bound to accept the lowest or any bid, you may receive.

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

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

Dated this.....day of (month) (year)

Signature of Authorized
Signatory.....

Name.....

In capacity of.....

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

Witness

Signature.....

Name.....

Address.....

SECTION - III
TENDERER'S PROFILE

Passport size
photograph of the
tenderer /
authorized signatory
digitally signed

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
.....
..... Pin Code -

4. Telegraphic Address -

Tel No. (With STD code) (O)..... (Fax)..... [R].....
Mob.No.....E-mail ID

5. Registration & incorporation particulars of the firm:

- i) Proprietorship
- ii) Partnership
- iii) Private Limited
- iv) Public Limited

6 Name of Proprietor/Partners/Directors

7. Bank Details of Agency :-

Bank Account Number -

Bank Name & Branch -

IFSC Code -

8. Permanent Income Tax number, Income Tax Circle.....

9. GST Registration No -

10. EPF Registration No -

11. BSNL Vendor code (if available) -

12. Labour license Registration No.....

Signature of tenderer/Authority signatory

Name of the tenderer

Seal of the tenderer

SECTION – IV
TERMS & CONDITIONS

1. The Tender form should be filled legibly in ink in English or Hindi only. Each page of the tender document should be signed by the tenderer in token of acceptance. No erasures or overwriting are permitted. If any correction are to be made, the entry should be clearly scored out by a single line and encircled and fresh entry should be made. All such corrections should be authenticated under the full signature of the person signing the tender. Any tender which does not comply with this requirement shall be rejected. All conditional or incomplete tenders will be rejected. All tenders not sealed with sealing wax/PVC Tape will be rejected.
2. Earnest money will not earn interest. Earnest money of unsuccessful tenders will be refunded after final acceptance of the tender and execution of the agreement with successful tenderer. The earnest money shall be forfeited by the BSNL, if (i) the tenderer withdraws his tender before final acceptance (ii) the successful tenderer fails to pay the security deposit or enter into the prescribed agreement with Telecom District Manager, SAHARSA.
3. The earnest money deposit of successful tenderer can be adjusted towards Security deposit.
4. **The successful bidder shall furnish Performance security deposit to the BSNL equivalent to 7.5% of estimated cost(after conversion of EMD into Security Deposit)** in the form of an account payee demand draft drawn in favour of the AO (Cash), O/o TDM, B.S.N.L., SAHARSA payable at SAHARSA. The security deposit shall remain valid for a period of 60 days beyond the date of completion of all contractual obligations of the service provider. The security deposit will be forfeited in case the supply of manpower is delayed beyond the period stipulated by BSNL or on non-compliance of the terms of agreement by the service provider or frequent absence from duty/misconduct on the part of manpower supplied by the agency
5. Work will be awarded on successful execution of agreement.
6. In the event of breach of any terms and conditions of the contract, the contract will be terminated and security deposit will be forfeited by the BSNL. No interest will be paid on amounts payable to the contractor under this contract.
7. Security deposit will not earn any interest for any period whatsoever. Security Deposit will be returned after Two month of the successful completion of the contract and on submission of no demand certificate by the contractor and no objection certificate from field unit after deducting the dues, if any, payable to the BSNL.
8. In the event of any question, dispute or difference arising under this agreement or in connection therewith except as to matter the decision of which is specifically provided under this agreement the same shall be referred to sole arbitration of the Chief General Manager, BSNL, Bihar Telecom Circle, Patna. The agreement to appoint as arbitrator will be in accordance with the Arbitration and Conciliation Act 1996. There will be no objection to any such appointment that the arbitrator is Government servant or that he has to deal with the matter to which the agreement relates or that in the course of his duties as Government Servant he has expressed views on all or any of the matter under dispute. The award of the arbitrator shall be final and binding on the parties. The venue of the arbitration proceeding shall be the place decided by the arbitrator.
9. The Successful tenderer i.e. L-1 (Lowest one) bidder, will execute an agreement on non-judicial stamp of Rs. 1000/- (the cost will be born by the contractor) on prescribed format.
10. The TDM, SAHARSA reserves the right to accept/reject any or all tenders without assigning any reason what so ever.
11. **Payment Terms**
 - (a) 100% Payments to the service provider would be made on production of bill in duplicate along with paid copy of challan of EPF on monthly basis and certification by the SDE(PLG) after verification from the officer with whom the outsourced personnel is attached that his/her service was satisfactory and as per his/her attendance shown in the bill preferred by the service provider.
 - b) Necessary deduction viz income tax (as applicable) will be deducted from Bills.
 - (c) GST as applicable will be paid extra.
12. Work Order will be issued from SDE(PLG),O/o TDM, SAHARSA within the approved rate of Tender.

SECTION - V
SPECIAL TERMS & CONDITIONS OF CONTRACT

1. GENERAL:

- 1) All services on outsourcing basis shall be performed by persons qualified and Semiskilled in performing such services as per the eligibility criteria.
- (2) The persons supplied by the Agency should not have any adverse Police records/criminal cases against them. The agency should make adequate enquiries about the character and antecedents of the persons whom they are recommending. The character and antecedents of each personnel of the service provider will be got verified by the service provider before their deployment after investigation by the local Police, collecting proofs of identity like Aadhar card, and recent photograph and a certification to this effect submitted to BSNL. The service provider will also ensure that the personnel deployed are medically fit and will keep in record a certificate of their medical fitness. The service provider shall withdraw such employees who are not found suitable by this office for any reasons immediately on receipt of such a request.
- (3) The service provider shall engage necessary number of persons as required by BSNL from time to time. The said persons engaged by the service provider shall be the employee of the service provider and it shall be the duty of the service provider to pay their salary every month. There is no Master and Servant or Employer and Employees relationship between the employees of the service provider and BSNL and further the said persons of the service provider shall not claim any employment, engagement or absorption in BSNL of Legal Affairs, in future.
- (4) The service provider's persons shall not claim any benefit/compensation/absorption/regularization of service from/in BSNL under the provision of Industrial Disputes Act, 1947 or Contract Labour (Regulation & Abolition) Act, 1970. Undertakings from the persons to this effect shall be required to be submitted by the service provider to BSNL.
- (5) The service provider's personnel shall not divulge or disclose to any person any details of office operation process, technical know-how, security arrangements, administrative / organizational matters as all are confidential / secret in nature.
- (6) The service providers personnel's should be polite, cordial, positive and efficient while handling the assigned work and their actions shall promote goodwill and enhance the image of BSNL. The service provider shall be responsible for any act of indiscipline on the part of persons deployed by him.
- (7) The persons deputed shall not be below the age of 18 years and they shall not interfere with the duties of the employees of the BSNL.
- (8) The BSNL may require the service provider to dismiss or remove from the site of work any person or persons employed by the service provider who may be incompetent or for his/her/their misconduct and the service provider shall forthwith comply with such requirements. The service provider shall replace immediately any of its personnel if they are unacceptable to BSNL because of security risk, incompetence, conflict of interest and breach of confidentiality or improper conduct upon receiving written notice from BSNL.
- (9) The service provider has to provide photo identity cards to the persons employed by him/her for carrying out the work. These cards are to be constantly displayed & their loss reported immediately.
- (10) The service provider shall ensure proper conduct of his persons in office premises and enforce prohibition of consumption of alcoholic drinks, paan, smoking, loitering during the working hour..
- (11) The transportation, food, medical and other statutory requirements in respect of each personnel of the service provider shall be responsibility of the service provider and the BSNL shall not be liable or responsible on any of these accounts towards any personnel of the service provider.
- (12) Working hours would be normally from 10.00 A.M. to 6.00 P.M. during working days including ½ an hour lunch break in between. However, in exigencies of work they may be required to sit late and the personnel may be called on Saturday, Sunday and other Gazetted holidays, if required without extra payment.
- (13) That the agency will be wholly and exclusively responsible for payment of wages to the persons engaged by it in compliance of all the statutory obligations under all related legislations as applicable to it from time to time including Minimum Wages Act, Employees Provident Fund, ESI Act, etc. and BSNL shall not incur any liability for any expenditure whatsoever on the persons employed by the Agency on account of any obligation. The agency will be required to provide particulars of PF, Group Insurance of its employees engaged in BSNL.
- (14) The service provider will submit the bill as per **Clause 11 SECTION-IV**, in duplicate, in respect of a particular month in the first week of the following month. The payment will be placed in SAP (subject to approval of the bill) by the third week of the following month after deduction of taxes deductible at source under the laws in force.
- (15) No wage/remuneration will be paid to any staff for the days of absence from duty.

- (16) The service provider will provide the required personnel for a shorter period also in case of any exigencies as per the requirement of BSNL.
- (17) The service provider shall arrange for a substitute well in advance if there is any probability of the person leaving the job due to his/her own personal reasons. The payment in respect of the overlapping period of the substitute shall be the responsibility of the service provider.
- (18) The service provider shall be contactable at all times and message sent by phone/e-mail/Fax/Special Messenger from BSNL to the service provider shall be acknowledged immediately on receipt on the same day. The service provider shall strictly observe the instructions issued by BSNL in fulfillment of the contract from time to time.
- (19) BSNL shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipment or vehicles of the personnel of the service provider.
- (20) That the Agency on its part and through its own resources shall ensure that the goods, materials and equipment etc. supplied to the personnel for discharge of duties assigned to them are not damaged in the process of carrying out the services undertaken by it and shall be responsible for act of commission and omission on the part of its staff and its employees, etc. If BSNL suffers any loss or damage on account of negligence, default or theft on the part of the employees/ agents of the agency, then the agency shall be liable to reimburse to BSNL for the same. The agency shall keep BSNL fully indemnified against any such loss or damage.
- (21) BSNL will maintain an attendance register in respect of the staff deployed by the agency on the basis of which wages/remuneration will be decided in respect of the staff at the approved rates.
- (22) The successful bidder will enter into an agreement with BSNL for supply of suitable and skilled/semi skilled data entry operator on the same terms and conditions. The agreement will be valid for a period of one year commencing from date of signing such agreement and shall continue to be in force in the same manner unless terminated in writing. The service charges/rates quoted by the agency shall be fixed for a period of One year and no request for any change/modification shall be entertained before expiry of the period of One year. Any statutory increase in wages, etc. during this period is to be borne by the service provider. The contract/agreement is extendable **for further period of One Year on same rates, terms & Conditions with mutual consent.**
- (22.1) **The bid security may be forfeited (a) if the bidder withdraws his bid during the period of bid validity specified by the bidder on the bid form (b) if the bidder fails to sign the contract agreement and furnish Performance security within 15(Fifteen) days.**
- (23) The service provider shall not assign, transfer, pledge or sublet the contract to third Party..
- (24) That on the expiry of the agreement, as mentioned above, the agency will withdraw all its personnel and clear their accounts by paying them all their legal dues. In case of any dispute on account of the termination of employment or non-employment by the personnel of the agency it shall be the entire responsibility of the agency to pay and settle the same.
- (25) In the event of any dispute arising in respect of the clauses of the agreement, the matter will be referred to the TDM, B.S.N.L., SAHARSA.
- (26) The Department reserves the right to disqualify such bidders who have a record of not meeting contractual obligations against earlier contracts entered into with the Department of Telecommunications/BSNL.
- (27) BSNL reserves the right to black list a bidder for a suitable period in case he fails to honour his bid without sufficient grounds.
- (28) BSNL reserves the right to counter offer price(s) against price(s) quoted by any bidder.

(29) 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 amendment of relevant clauses of the bid documents.

(30) Tender will be evaluated as a single package of all the items given in the price schedule.

(31) **Penalty Clause**

Penalty shall be imposed in case of non or partial or delayed performance of works @ Rs. 200/= per day subject to maximum of Rs. 1000/= in a month.

(32) **Disputes & Arbitration Clause**

In the event of any question, dispute(s), differences arising under this agreement or in connection therewith (except as to matters the decision of which is specifically provided under this agreement), the same shall be referred to the sole arbitrator i.e. Telecom District Manager, SAHARSA (herein after referred to as said officer) or any person nominated by him.

There will be no objection to any such appointment that the ARBITRATOR is government servant or BSNL employee, if however, the arbitrator is a government servant or BSNL employee, he will not be one who had an opportunity to deal with the matter to which the agreement related during the course of his duties any he has expressed his view, on all or any of the matter in dispute or difference.

The award of the ARBITRATOR shall be final and binding on both the parties.

Subject to the aforesaid provisions, the ARBITRATOR and Conciliation Act'1996 and the rules made there under and any stipulation/modification for the time being in force shall be deemed to apply to the arbitration proceedings under this clause.

That in case of any dispute under this agreement, the courts at SAHARSA alone will have the exclusive jurisdiction.

(33) **Labour Welfare & Compensation :**

(a) Contractor shall be responsible for all the claims of the labourers engaged by him for upkeep at sites including their registrations with nearest labour office (if required as per law) and insurance in accordance with norms of Government of India in this regard. BSNL shall not be responsible for any claims on this matter during the after contract period.

(b) Contractor shall be solely responsible for following all provisions of labour laws and compensation in this regard if any due to not following of certain provisions of the labour laws, shall be paid by the contractor. BSNL shall not responsible in this regard.

(c) Any failure to fulfill the requirement shall attract the penal provisions of this contract arising out of the resultant non execution of the work.

(d) No labour below the age of eighteen years shall be employed on the work.

(34) **Fare wages :**

(a) The contractor shall pay to labour employed by him either directly or through sub contractors, wages not less than fair wages as defined as C.P.W.D. contractor's labour Regulations or as per the provisions of the contract labour (Regulations and abolition) Act, 1970 and the contract labour (regulation and abolition) Central rules, 1971, whenever applicable.

(b) The contractor shall not withstanding the provisions of any contract to the contrary, cause to be paid fair wage to labour indirectly engaged on the work, in connection with the said work, as if the labour had been immediately employed by him.

(c) In respect of all labour directly or indirectly employed in the works for performance of the contractor's part of this agreement, the contractor shall comply with or cause to be complied with the Central public works BSNL contractor's labour regulations made by BSNL from time to time in regard to payment of wages, wage period, deduction from wages, wage period, deduction from wages, recovery of wages not paid and deductions in unauthorized way, maintenance of wages books or wage slips, publications or scale of wages or and other terms of employment inspection and submission of periodical returns and all other matters of like nature or as per provisions to contract labour (Regulation And Abolition) Act, 1970, wherever applicable.

(d) The BSNL shall have right to deduct from the money due to the contractor any sum required or estimated to be required for making good or loss suffered by the worker or workers by the reasons of not fulfillment of the

conditions of the contract for the benefit of the workers, non -payment of the wages or the deductions made from his or their wages which are not justified by their terms of the contract or non observance of the regulations.

(e) The contractor shall comply with the provisions of the payment of the wages Act, 1936 minimum wages Act, and 1948. Employees liability Act, 1938, workman's compensation Act, 1923, Industrial Act, 1947, 1961, and the contractor's labour (Regulation and Abolition) Act 1970 or the modifications thereof or any other relation the rules made there under from time to time.

(f) The contractor shall indemnify BSNL against payments to be made under and for the observation of the laws aforesaid and the CPID Continental's labour regulations without prejudice to his right to claim indemnify from his sub contractors.

(35) **Other labour welfare measures :**

(a) The contractor shall implement the labour welfare measures enunciated in clause 19B, 19C, 19E, 19G, 19H, 19L and 19J of the conditions contract in the PW 8.

(b) The contractor shall also follow the safety methods enunciated in the CPWD safety code.

(c) The contractor shall comply with all the provisions of the Minimum Wages Act, 1948, Contract Labour (R&A) Act, 1970 and rules framed and other labour laws affecting contract labour that may be brought into force from time to time.

(d) Even during the arbitration the work cannot be stayed because it pertains to the essential public utility service the department reserves the right to get the work completed either departmentally or through any other contractor at the risk and cost of contractor.

(e) If the contractor refuses for executing any specified work, the department reserves the right to get the work done by other agencies even at higher rates and the difference of the cost will also be deducted from the contractors pending bills or security money as the case may be.

(f) The contractor shall be responsible for payment of EPF contribution in respect of labour engaged.

(36) **Force measures :**

(a) If any time, during the continuance of this contract, the performance in whole or 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 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 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 in respect of such non-performance⁴ 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 any such even for a period exceeding 60 days either party may, at his option terminate the contract.

(b) 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 portions thereof as the BSNL may deem fit exception such material bought out components and stores as the contracts may with the concurrence of the BSNL elect to retain.

Section - VI PREPARATION OF BIDS

- I. All the required documents / papers should be scanned properly and made available with contractor/firm at the time of submission of bid.

Mode of Submission	Marked on the cover	Contents of Envelope
Manual	Cost of Tender document & EMD (Bid Security)	Containing Original Demand Draft of 'Cost of Tender document' & 'EMD (i.e. Bid Security)' as per NIT.NSIC certificate if any .
E-Tendering	Technical /Qualifying Bid	Containing:- (i)Scanned copy of Demand Draft of Cost of Tender document & EMD (Bid security) as per NIT (ii)Technical Bid document (except Financial Bid sheet) duly filled in & signed by the bidder on each page with stamp. (iii) scanned copy of documents establishing bidders eligibility and qualification as per NIT
E-Tendering	Financial Bid	Rates duly quoted by the tenderer in the Financial Bid format available in E- Tender Portal.

A. SUBMISSION OF BIDS :

1. Online submission of Bid

The Qualifying / Technical Bid along with scanned copy of all eligibility document and Financial Bid are required to be uploaded on www.etenders.gov.in.

As the tender is E- tender, the evaluation of the technical bid will be done on the basis of the documents submitted on www.etenders.gov.in and evaluation of the Financial Bid will be done on the basis of the rate quoted by the [bidder](#).

Hard copy of the Financial Bid need not to be submitted physically to BSNL office.

The conditional and incomplete bids are liable for rejection.

2. Offline / Manually Submission of Bid

Tender document cost & Bid security envelope should be sent through Courier / registered speed post addressed to the SDE(PLG),O/o TDM, SAHARSA, so as to reach before the closing (date & time) of tender, as mentioned in NIT.

The department shall not be held responsible for delivery of bid security envelope to the wrong address or late receipt.

On Bid security envelop the name of the firm must be clearly mentioned and should be properly sealed (with sealing Wax/tape). The tenders which are not submitted in above mentioned manner shall be summarily rejected.

Tender form Cost & Bid security envelopes must bear the following: NIT No- Dated

Name of work-

“NOT TO OPEN BEFORE -” (DUE DATE and time OF TENDER Opening)

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.

3. **LATE BIDS:**

Tenders will not be received after the specified time of closing of the tender and the same shall be rejected and returned unopened to the bidder. It is the sole responsibility of the bidder that he should ensure timely submission of tender.

B. BID OPENING AND EVALUATION:

- a. The BSNL shall open the bids in the presence of bidders or his authorized representatives who choose to attend, at time mentioned in NIT. The bidder's representative, who is present, shall sign an attendance register. The bidder shall submit authority letter to this effect before they are allowed to participate in the bid opening (A format is given in section – VIII)
- b. A maximum of two (2) representatives for any bidder shall be authorized and permitted to attend the bid opening.
- c. The Bids shall be opened in the following manner :
 - (a) The Tender Opening Committee will open the envelope marked "Cost of Tender document & EMD (Bid security)" first.
 - (b) If DD of Cost of Tender document & EMD found as per NIT, envelope marked "Technical Bid" will be opened online and the committee will evaluate eligibility conditions of the bidders as per NIT & Tender clause.
 - (c) At last "Financial Bid" will be opened online of those bidders who have qualified in Technical bid.
Date of online Financial Bid opening will be communicated to the technically qualified bidders.
 - (d) The committee will evaluate the rates quoted by the bidders in their Financial Bid.
 - (e) The bidder with lowest-one quoted rate, will be successful bidder.
 - (f) Tender will be rejected if rates quoted by all the bidders, are found same.
 - (g) In case there is discrepancy in figures and words in the quoted rates, the same shall be announced in the bid opening, but the quote in words shall prevail.

C. CLARIFICATION OF BIDS BY THE BSNL:

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

D. General guidelines to TOC & TEC for opening of Bids & Evaluation thereof :-

- (a) On the specified date and time, the nominated TOC (Tender Opening committee) will open technical bid of the bidders as per the guidelines on the matter and prepare the TOC report duly signed by the all the members.
- (b) After approval of TOC report by competent authority TEC will evaluate the bids technically/commercially.
- (c) After approval of TEC report by competent authority TOC will open the financial bid on the specified date and time.
- (d) TEC will evaluate the financial bid and submit the report to competent authority for approval.

E. Award of Contract

The BSNL shall consider award of contract only to the Lowest bidder whose offer will be found technically and financially acceptable

F. Period of Validity:

Period of validity of bid will be 180 days. The bid security may be forfeited, if a bidder withdraws his bid during the period of bid validity specified by the bidder on the bid form and in case successful bidder, if he fails to deposit performance security and sign the contract.

Section - VII

SCOPE OF WORK AND JURISDICTION OF CONTRACT:

- 1 The work involves arrangement of making correspondence/reports. The tenderer has to arrange for such work at the following places.

SN	Category of work	Working place	Controlling officer	Description of work
1	Semi-Skilled personnel	TDM office	SDE (Admin)	All data related works for the O/o TDM, as per instruction of controlling
2		O/o SDE (Admin)	SDE (Admin)	All data related works for the O/o SDE (Admin), as per instruction of controlling
3		O/o JTO (CCN&Mkt.)	JTO (CCN&Mkt.)	All data related works for the O/o JTO (CCN&Mkt.), as per instruction of controlling
4		O/o JTO (NIB&BB)	JTO (NIB&BB)	All data related works for the O/o JTO (NIB&BB), as per instruction of controlling

The above list is not exhaustive. Work may be required to be performed at any place in SAHARSA SSA ordered after approval of the TDM, BSNL, SAHARSA.

2. The tender will be normally for a period of one year and can be extended by further one year on mutual consents at the same rate, terms and conditions.

SECTION- VIII

LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

Tender Number_____

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.

Order of Preference	Name	Specimen Signatures
I		
II		
Alternate		
Representative		

Signatures of bidder

Or

Officer authorized to sign the bid
Documents on behalf of the bidder

Note:-

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.

Permission for entry to the hall where bids are opened may be refused in case authorization as prescribed above is not recovered.

SECTION- IX

NO NEAR RELATIONSHIP CERTIFICATE

I resident ofhereby certify the 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 of the Tenderer/all partners/Authorized signatory with seal

Clarification:-

As per Government of India's CCS conducted rule 4. no. Government servant shall in the discharge of his/her official duties deal with any matter or sanction any contract to any company or for any other person if any member of his/her family is employed in that company or firm or under that person if he/she or any member of his/her family is interested in such matter or contract in any other manner and the Govt. Servant shall refer very such matter or contract to his official superior. This clause is applicable to all BSNL employees and in view of this as soon as any BSNL employee becomes aware of the above subject. He must intimate this to the prescribed authority.

Therefore, it has been decided that the near relatives of all BSNL Employee either directly recruited or on deputation are prohibited from participation in tender and execution of the work in the different units of BSNL. The detail guidelines in this regard are given in the following paragraphs.

The near relatives for this purpose are defined as:

- (a) Members of 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(s)) & daughter's husband (Son-in-law) brother(s) & brother's wife, sister(s) & sister's husband (brother-in-law).

TDM, BSNL, SAHARSA

SECTION- X

UNDER TAKING/ DECLEARATION REGARDING NON BLACK LISTING OF FIRM

I / We _____ (Name of Prop/ Part.)

_____ (Name of firm/ Comp)

_____ (Address)

Hereby give the under taking that the documents submitted by me in bids are genuine.

I/We also declare that my firm as stated above or the partner/ proprietor therein have never been black listed by BSNL or any other organization/ firm in which I/We were/ are partner/ proprietor.

I/We also declare that no store of BSNL is pending with me/ us issued against completed/ terminated works of BSNL.

In case it comes to the notice that the declaration/ documents/ information given by me/ us are false, the (Name of SSA Head) BSNL, SAHARSA is fully empowered to cancel my registration and can remove my name from the enlistment.

Signature with seal

SECTION -XI

PROFORMA FOR AGREEMENT

(ON NON- JUDICIAL STAMP PAPER OF VALUE Rs 1,000/-)

AGREEMENT

The successful Bidder shall have to execute the following agreement;

An agreement made on ____ day of _____ month, two thousand Eighteen, between M/s _____ herein after called contractor

(which expression shall unless excluded by or repugnant to the context include his/their respective heirs , administrators , representatives and assignees) of the one part and the TDM, BSNL SAHARSA on behalf of the Bharat Sanchar Nigam Limited (herein after referred to as the BSNL) of other part.

Whereas the contractor has offered to enter into a contract with the **BSNL for Data entry & typing work in computer for one year under SAHARSA SSA** on the terms and conditions as detailed in Tender document on the terms and conditions as detailed in annexure 'A(Tender document) and at the rates approved by BSNL as given in annexure 'B' have been duly accepted and whereas necessary security deposits have been furnished in accordance with the provisions of the tender documents 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 the presents as follows.

1) The EMD Rs..... deposited vide DD No..... dated is converted into Security Deposit and where as **the necessary Performance security deposit equivalent to 7.5% of estimated cost(after conversion of EMD into Security Deposit)** have been furnished in the form of an account payee demand draft of Rs.....,DD NO.....dated.....drawn in favour of the AO (Cash), O/o TDM, B.S.N.L., SAHARSA payable at SAHARSA in accordance with the provision of tender document and thus total security deposit Rs.....(Rs.....)which will be refunded after Two months of completion of work on receipt of "No Objection Certificate" from in-charge of the work.

2) The NIT, tender documents (Technical and financial bids), letter of intent, approved rates annexed hereto and such other additional particulars, instructions, work orders as may be found to requisite to be given during execution of work shall be deemed and taken to be an integral part of the contract and shall also be deemed to be included in the expression "The Agreement" or "The Contract" wherever herein used.

3) The contractor shall, during the period of this contract that is to say from to (i.e. one year)or completion of the contract period for Rs (Rupees.....) only whichever is earlier or until this contract shall be determined by such notice as is hereinafter mentioned, safely carryout, by means of personnel employed at his own expenses and by means of tools, implements and equipments etc. to be supplied by him/her to his/her personnel at his/her own expenses, all tools, plants, etc. and other associated works as described in the tender documents, when the TDM, BSNL SAHARSA or any other persons authorized by TDM, BSNL SAHARSA in that behalf required.

4) **The agreement period may be extended for further period of one year on approval of TDM, BSNL SAHARSA, if required and agreed by the successful bidder to execute the work on the same tender terms, conditions & approved rates.**

5) The contractor shall supply the requisite number of data entry operator specified at Section VI

6) The contractor hereby declare that nobody connected with or in the employment of the Department of Telecommunication/BSNL/MTNL/ and is not /shall not ever be admitted as partner in the contract.

7) The contractor shall abide by all the terms and conditions, rules, guidelines, etc. stipulated in the tender document.

8) In the event of any breach by the contractor of the terms and conditions, the **BSNL** will have full power to adopt any course of action as they deem best suited to the interest of the **BSNL** which may include forfeiture of the security money deposited as well.

10) In case conditions stipulated in tender and agreement is contradictory, the conditions favorable to BSNL will prevail.

11) The TDM, BSNL SAHARSA reserves the right to terminate tender at any time without assigning any reason.

12) This agreement is the integral part of all terms and condition of the whole tender document.

The parties to this agreement have set their hands on the day mentioned here.

Signature & Seal
Delivered by the above named contractor

In the presence of:-
Witness-

- 1.
- 2.

Signature & Seal
Delivered on behalf of BSNL

Witness-

- 1.
- 2.

SECTION – XII

SPECIAL INSTRUCTIONS TO BIDDERS FOR E-TENDERING

General

The Special Instructions (for e-Tendering) supplement 'Instruction to Bidders For submission of Online Bids is mandatory for this Tender.

E-Tendering is a new methodology for conducting Public Procurement in a transparent and secured manner. Suppliers/ Vendors will be the biggest beneficiaries of this new system of procurement. For conducting electronic tendering, BSNL BIHAR Circle has decided to use the portal <https://www.etenders.gov.in>

Instructions

1. Tender Bidding Methodology:

Sealed Bid System – 'Single Stage - Two Envelopes'. (Financial & Technical bid shall be submitted at the same time)

2. Broad outline of activities from Bidders prospective:

1. Procure a Digital Signing Certificate (DSC)
2. Register on <https://www.etenders.gov.in>
3. Create Users and assign roles on <https://www.etenders.gov.in> Portal
4. View Notice Inviting Tender (NIT) on <https://www.etenders.gov.in> Portal
5. Download Official Copy of Tender Documents from <https://www.etenders.gov.in> Portal
6. Bid-Submission on <https://www.etenders.gov.in> Portal and offline
7. Attend Public Online Tender Opening Event (TOE) on <https://www.etenders.gov.in> Portal– Opening of Technical-Part
8. Attend Public Online Tender Opening Event (TOE) on <https://www.etenders.gov.in> Portal– Opening of Financial-Part
(Only for Technical Responsive Bidders)

Note:

- 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.
- Utmost care may be taken to name the files/documents to be uploaded on <https://www.etenders.gov.in>. These should be no special character or space in the name of file. Only underscores are allowed.
- It is advised that all the documents to be submitted are kept scanned or converted to PDF format in a separate folder on your computer before starting online submission. BOQ Part B (Excel Format) may be downloaded and rates 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 www.etenders.gov.in.

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

4. Registration

To use the Tender Wizard portal (<https://www.etenders.gov.in>) vendor need to register on the portal. Registration of each organization is to be done by one of its senior persons who will be the main person coordinating for the e-tendering activities. Pay Registration Fee as applicable.

5. Some Bidding related Information for this Tender (Sealed Bid)

The entire bid-submission would be online on www.etenders.gov.in Broad outline of submissions are as follows:

- Submission of Bid Security/ Earnest Money Deposit (EMD)
- Submission of digitally signed copy of Tender Documents/

Addendum ➤ Two Envelopes

- Techno-commercial -Part
- Financial-Part

6. Offline Submissions:

The Bidder is requested to submit the following documents offline to SDE(PLG) O/o TDM, BSNL SAHARSA on or before the date & time of submission of bids specified in covering letter of this TENDER document, in a wax/tape Sealed Envelope. The envelope shall bear (NAME OF TENDER), the TENDER number with Zone/Block name and the words 'DO NOT OPEN BEFORE' (due date & time).

1.EMD-Bid Security (Original copy).

2.DD/ Bankers cheque of Cost of Tender document for Zone/Block as mentioned in the NIT, drawn in favour of AO(Cash), O/o TDM, BSNL SAHARSA.

3.Power of attorney in accordance.

4.Non-Disclosure Agreement.

5.Deed of Indemnity.

6.Integrity Pact.

Note: The Bidder has to upload the Scanned copy of all above said original documents as Bid-Annexure during Online Bid-Submission also.

7. Price schedule / BOQ

Utmost care may kindly be taken to upload price schedule. Any change in the format of price schedule / file shall render it unfit for bidding.

8. Other Instructions

For further instructions, the vendor should visit the home-page of the portal (<https://www.etenders.gov.in>), and go to the **Click to view latest circulars /Formats / Manuals and FAQ**

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 www.etenders.gov.in Portal.

2. Register your organization on www.etenders.gov.in Portal well in advance of your first tender submission deadline on www.etenders.gov.in Portal.
3. Get your organization's concerned executives trained on www.etenders.gov.in Portal well in advance of your first tender submission deadline on www.etenders.gov.in Portal.
4. Submit your bids well in advance of tender submission deadline on www.etenders.gov.in Portal. There could be last minute problems due to internet timeout, breakdown, etc. BSNL should not be responsible for any problem arising out of internet connectivity issues. It is the bidder's responsibility to have backup internet connections. In case there is a problem at the service-provider's end, due to which all the bidders have facing problems during critical events, it is brought to the notice of BSNL by the bidders in time, for promptly re-scheduling the affected event(s) by BSNL.

While the first three instructions mentioned above are especially relevant to first-time users of www.etenders.gov.in Portal, the fourth instruction is relevant at all times.

9. Minimum System Requirements at Bidders end

Minimum System Requirements information of Bidders is available on the e-tendering Portal (www.etenders.gov.in)

SECTION-XIII
Financial Bid
Rate Quoted by the Bidders

Having examined the tender documents, terms & conditions stipulated therein, specification of work, we the undersigned offer to execute the data entry & typing work with the said specification and conditions of contract at the Schedule rates (Excluding GST) quoted as under :-

Sl. No.	Category	Rate Quoted by the Bidders Per month per Personnel (Excluding GST)	
		In Figure	In Word
1	Semi-Skilled personnel		

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 of opening of financial bid and it shall remain binding upon us and be accepted at any time before the expiry of that period.

Date :

Signature with Seal of Tenderer

Name of the Bidder