



**BHARAT SANCHAR NIGAM LIMITED**  
**(A Govt. of India Enterprise)**  
**ISO 9001 : 2000 Certified**  
**Office of the General Manager Telecom District**  
**Hyderabad Road, RAICHUR-584 102.**

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**SECTION -1**  
**Notice Inviting Tender**  
**Tender for DATA ENTRY SERVICES OFFICES/TELEPHONE EXCHANGES OF**  
**BSNL in RAICHUR District**

**No.G-163/Data Entry/Tender/09-10/1 Dated at Raichur the 23-07-2009**

Properly sealed tenders (Packing PVC tape/Sealing Wax) are invited by General Manager BSNL Raichur TD, Raichur from experienced contractors for DATA ENTRY SERVICES in the offices/Telephone Exchanges of BSNL in Raichur Telecom District.

1. The tender documents can be obtained from Sub Divisional Engineer (Gen), O/o GM Telecom, BSNL Hyderabad Road, Raichur by paying Rs. 563/-(Non refundable either in cash at the cash counter of this office (between 1030 Hrs to 1500 Hrs) or by DD drawn in favour AO (Cash), O/o GM Telecom, BSNL Raichur TD on any working days from 03/08/2009 to 17/08/2009. Also it can be downloaded from [WWW.Karnataka.BSNL.co.in](http://WWW.Karnataka.BSNL.co.in) which case, the cost of the tender documents of Rs.563/-is required to be paid in the form of crossed DD drawn in favour of "BSNL Raichur TD" Raichur and enclosed tender document.

**2. EMD**

**Rs.10000/-**

**(Rupees Ten Thousand Only)**

- 3.** Time & last date of submission of tender upto : **1400 Hrs. of 18/08/2009**
- 4.** Time & date of bid opening : **1500 Hrs. of 18/08/2009**
5. The General Manager, BSNL, Raichur TD reserves the right to postpone the date of opening of the tender or cancel the tender notice without giving any reasons. Any request from Tenderers to postpone or to change date of opening of the tender due to any reason what so ever shall not be considered.
6. The tender, which is not accompanied by the requisite Bid Security (EMD), shall be summarily rejected, Tender will not be accepted/received after expiry date & time. The General Manager, BSNL Raichur TD reserves the right to reject any or all tenders without assigning any reason what-so-ever.
7. Period of contract: 12 Months from the date of agreement (Unless otherwise specified) or completion of work put to tender, which ever is earlier. GMTD Raichur reserves the right to extend the tender period for another 3 months or till new tender is finalized whichever is earlier.

2      Signature of the Tenderer      - -.

8. a) Approximate requirement of DATA Entry Jobs: Nos.  
b) Cost as the Tender approximately :Rs.5,00,000/-
9. The Tender document issued to one contractor is not transferable to others.

**10. Eligibility Criteria:**

The tender should have minimum Six months experience in similar JOB for an area at least with/BSNL/PSUs/Govt Organization.

**11. Disqualify for Bidding**

The General Manager, Raichur Telecom Dist reserves the right to disqualify such bidders who had a record of not meeting the contractual obligations against earlier contracts entered in to with the BSNL.

12. The tender can visit the office during office hours for guidance and contact the SDE (General) for obtaining the details of works to be attended.

**Asst. General Manager (Admn)**  
**O/o General Manager Telecom Raichur.**  
**Telephone No. 08532-238103.**

3 Signature of the Tenderer - -.

**SECTION II**  
**BID FORM**

Tender No.G-163/Data Entry/Tender/09-10/1 Dated at Raichur the 23-07-2009

To,  
The General Manger,  
BSNL, Raichur Telecom District  
BSNL, Hyderabad Road,  
Raichur.

Dear Sir,

Having examined the conditions of contract & specification including addenda No... the receipt of which is here by duly acknowledged, we the undersigned, offer to execute the work of DATA ENTRY SERVICES in Offices of GMTD BSNL Raichur in conformity with, conditions of contract & specification.

We undertake, if our Bid is accepted, to execute the work in accordance with specifications, time limits, terms & 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 periods of 120 days from the date fixed for Bid opening and it shall remain binding upon us and, may be accepted at any time before the expiry of the period.

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

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

Dated this..... day of.....2009

Signature of Authorized signatory.....

In the Capacity of.....

Duly authorized to sign the Bid for and on behalf of

Witness.....

Address.....

4 Signature of the Tenderer - -.

**SECTION III**  
**TENDERER'S PROFILE**

**General:**

1. Name of the tenderer/ firm (In Block Letters).....  
.....  
.....
  
2. Name of the person submitting the tender whose Photograph is affixed  
Shri/Smt.....
  
3. Address of the tenderer
4. Tel No. (with STD code) (O).....  
.....(Fax).....(R)
5. PAN No (Permanent Income TAX No.....  
.....  
.....
6. a. Service Tax Registration No.  
b. EPF Code No.  
c. ESI Code No.
  
7. Experience  
Whether offered/offering service to the Govt organizations,  
BSNL units in the recent past.

I/We hereby declares that the information furnished above is true & correct.

Place:  
Date:

Signature of tenderer /Authorized signatory.....

Name of the tenderer.....

Note: Items 5,6,7 (Photo copies are to be enclosed)

**SECTION IV**  
**INSTRUCTION TO BIDDERS**

**A. INTRODUCTION:**

**1. DEFINITIONS**

- a. **CMD:** The chairman cum Managing director of BSNL and his successors.
- b. **Government of India:** The Government or Government of India shall mean the president of India.
- c. **Company:** The company means the Bharat Sanchar Nigam Limited, a Govt of India Enterprise under the ministry of Communications, which invites the tenders on behalf of CMD All reference of:  
BSNL  
Chief General Manager  
Principal General Manager  
General Manager  
Deputy General Manager/ Area Manager/ Director/ Telecom Dist. Manager  
Divisional Engineer  
Sub Divisional Engineer  
Junior Telecom Officer  
Chief Accounts Officer  
Junior Accounts Officer  
Including other officers in the Company, what ever designations assigned to them from time who may be the in-charge of direction, supervision, testing, acceptance & Maintenance including their successors (S) in the appearing in various clauses shall be taken To mean the BSNL under the Ministry of communications, Government of India.
- d. **(The SSA Head)** means the Head of **SSA i.e. General Manager BSNL Raichur TD** & his successors.
- e. The **Jurisdiction of (the SSA Head):** The jurisdiction of GM Raichur means Raichur SSA which Geographically with Raichur District.
- f. **Representative** of (the SSA Head): Representative of **GM Raichur** means officers & staff for the time being in "**Raichur SSA**" deputed by the **GM Raichur** for inspecting or supervision the work or testing etc.
- g. **Contract:** The term contract means, the documents forming the tender and acceptance thereof and the formal agreement executed between the competent authority on behalf of the CMD and the contractor, together with the documents referred to there in including these conditioned, the specifications & instructions issued from time to time all these documents taken together. Shall be deemed to form one contract & shall be complementary to one another. In the contract, the following expressions shall, unless the context otherwise requires, have the meanings, hereby respectively assigned to them. The expression works or work shall unless to mean the work by or by virtue of the contract contracted to be executed whether temporary or permanent & whether original, altered, substituted or additional.

6      Signature of the Tenderer      - -.

h. Contractor: The contractor shall mean the individual, firm incorporated or not, undertaking the works and shall include the legal personal representative of such individual or the persons comprising such firm or company, or the successors of such firm or company and the permitted assignees of such individual, firm or company.

i. Work: The expression "Works" shall unless there be something either in the subject or context repugnant to such construction be construed and taken to mean the works by or by virtue of the contract, contracted to be executed whether the temporary permanent and whether original altered, substituted or additional.

j. Normal time or stipulated time: Normal time or stipulated time means time specified in the work order to complete the work.

## **2. ELIGIBILITY CRITERIA:**

2.1 The tenderer should have minimum **Six months** experience in similar job for area in **Data Entry Job Work** with/BSNL/PSUs/Govt Organization proof should be enclosed to tender document.

## **2.2 DISQUALIFY FOR BIDDING**

The General Manager, Raichur Telecom Dist reserves the right to disqualify such bidders who had a Record of not meeting the contractual obligations against earlier contracts entered into with the BSNL

## **3 BID DOCUMENTS:**

### **3.1 (Technical Bid, in separate sealed cover)**

- a. Notice Inviting Tender
- b. Bid Form
- c. Tenderer's Profile
- d. Instruction to Bidders
- e. Scope of work
- f. General Conditions of Contract
- g. Letter of Authorization for Attending Bid Opening
- h. Agreement (specimen)
- i. Area for DATA Entry Services in BSNL Offices/GMTD Raichur.

### **3.2 Rate Schedule (Financial Bid in separate sealed cover)**

3.3 Technical Bid shall also contain all the Terms and Conditions laid down by the BSNL, which should be accepted by the Tenderer. The financial bid consists of the rate schedules, which are quoted by the Tenderer. Both bids are to be separately sealed and closed covers and both covers should be put in one big sealed and closed cover. Super-scribed as " Tender for Data Entry" Raichur Telecom District addressed to Smt.P.Radha AGM (Admn & Coml) O/o The General Manager Telecom Raichur opp: OOPCE Hospital Hyderabad Raod, Raichur-584 102 by register post or by speed post or put in the Tender Box on the specified date at GMTD office Raichur by not later than 13:00hrs of dated----

Z      Signature of the Tenderer      - -.





**8. BID SECURITY (EMD):**

- 8.1 The bidder shall furnish, as part of his bid, the bid security (EMD) Rs. 10000/- (Rupees Ten Thousand Only) to be paid in the form Demand Draft drawn in favour of BSNL Raichur District, Raichur No interest is payable on the EMD.
- 8.2 The bid Security is required to protect the company against the risk of bidders conduct, which would warrant the security's forfeiture, pursuant to clause 9
- 8.3 A bid not secured in accordance with Para 8.1 shall be rejected by the company as non-responsive.
- 8.4 The bid security of the unsuccessful bidder will be refunded as early as possible after finalization of the tender.
- 8.5 The successful bidder's bid security will compulsory be converted to performance security deposit.
- 9 The bid security shall be forfeited:
- 9.1 If a bidder withdraws his bid during the period of bid validity specified in the bid document or.
- 9.2 If the bidder makes any modifications in the terms & conditions of the tender before acceptance of the tender, which are not acceptable to the company or
- 9.3 In case of a successful: bidder, if the bidder fails:
- i) To sign agreement in accordance with clause 28
  - ii) To furnish the security deposit in accordance with clause.

**10. BID PRICE:**

- 10.1 The price quoted by the bidder shall remain fixed during the entire period of contract & shall not be subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive & rejected.
- 10.2 Rates should be quoted for entire quantum of work treating it as one job, inclusive of all taxes but excluding service tax and service tax to be claimed separately in the bill.

**11. PERIOD OF VALIDITY OF BIDS:**

- 11.1 Bid shall remain Valid for 120 days from date of opening on the bid. A BID VALID FOR A SHORTER PERIOD SHALL BE REJECTED BY THE COMPANY AS NON-RESPONSIVE SHALL REJECT PERIOD.

**12. SIGNING OF BID:**

- 12.1 The bidder shall submit, as a part his bid, the bid documents (in original) duly signed on each & every page, establishing the conformity of his bid documents of all the works to be executed by the bidder under the contract. (Note: The tenderer is advised to keep photocopy (at his own cost) of the bid documents for his own reference)
- 12.2 The bid shall contain no inter-lineation, erasures or overwriting except as necessary to correct errors made by the bidder in which case, the person or persons signing the bid shall sign such corrections with date.
- 12.3 The tenderer will be bound by all terms, conditions & specifications as detailed in the tender documents.
- 12.4 Any tender with conditions other than those specified in the tender documents is liable to be summarily rejected. No modification by the contractor in any of the conditions will be permitted after the tender is opened.

**13 SUBMISSION OF BIDS**

13.1 The sealed covers should be addressed to Asst. General Manager (Admn), O/o GM Telecom, BSNL Hyderabad Raod, Raichur-584102, so as to reach this office either by speed/registered post or can be dropped inside the tender box, which is kept inside the chamber of Asst. General Manager (Admn), BSNL Raichur on or before 1400 Hrs of . .2009 as mentioned in the NIT.

13.2 On envelope the name of the tenderer must be clearly mentioned & should be properly sealed on all the adjoining sides (with sealing wax/ packing PVC tape). The tenders, which are not submitted, in above mentioned manner will be summarily rejected.

13.3 The tender is to ensure the delivery of the bids at the correct address. The BSNL Raichur TD shall not be held responsible for delivery of bid to the wrong address. The site of the tender box will be sealed immediately after the specified time for receipt of tender. Any tender presented in person after the sealing box will not be received by GM Raichur TD or any of the subordinates or will not be allowed to be deposited in the tender box.

**14 Postponement of Tender Opening:**

14.1 Whenever it is considered necessary to postpone the opening date of tenders, quick decision must be taken & communicated to the tenders who have purchased the documents & shall be at least one day before the original date of opening. The postponing the tenders shall be recorded in writing. Such notice of extension of date of opening shall also be put-up on the notice board & also published in the newspaper 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 & venue.

14.2 The Government of India if subsequently, declares date fixed for opening of bids as holiday, the revised schedule will be notified. However, in the absence of such notification, the bids will be opened on next working day, time & venue remaining unaltered.

**15 LATE BIDS:**

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

**16 MODIFICATIONS AND WITHDRAWAL OF BIDS:**

16.1 The bidder may modify or withdraw his bid after submission & before opening, provided that the intimation I deposited by the bidder in a properly sealed envelope (with Wax/Packing PVC tape) in the tender box, before the scheduled time & date for closing of tender.

16.2 No bid shall be modified subsequent to the deadline for submission of bids.

**17 BID OPENING AND EVALUATION:**

**OPENING OF BIDS BY THE COMPANY:**

17.1 The company shall open the bids in the presence of bidders or his authorized representatives who choose to attend, at 1500 Hrs on the due date(18.08.2009). The bidder's representatives, who are present, shall sign an attendance register. The bidder shall submit a letter of authority to this effect before they are allowed to participate in the bid opening

**(A format is given in section)**

17.2 One representative for any bidder shall be authorized & permitted to attend the bid opening.

17.3 The bid shall be opened in the following manner.

17.4 The bids opening committee shall count the number of bids & assign serial numbers to the bids. For example, if 10 tenders have been received the bids shall be numbered as 1 of 10.2 of 10 etc. all the members shall initial on the outer envelopes of all the bids with date.

17.5 The envelopes containing the tender offer & not properly sealed, as required vide para 13.2 shall not be opened & shall be rejected out right. Closing the cover by gum will not be treated as sealed cover. The reasons for not opening such tenders offer shall be recorded on the face of the envelope & all the members of bid opening committee shall initial with date.

17.6 First the outer envelope containing the two envelopes shall be opened, than the Technical bid cover should be opened by the Bid opening committee and shall initial on all three envelopes with date.

17.7 The bidders who have submitted proper bid security as per clause 8.1 of tender documents, their "documents as per clause 7.1 shall be examined & recorded by the TOC). After opening the qualifying bid, all the documents contained there shall be serially numbered & signed by the bid opening committee members. If all technical bid documents are correct as per para-3, **then only financial bid should be opened.**

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

**18. CLARIFICATION OF BIDS BY THE COMPANY:**

18.1 To assist in examination, evaluation & comparison of bids, the BSNL Raichur Telecom Dist. May, at its discretion ask the bidder for clarification of its bid. The request for its clarification & its response shall be in writing. However, no post bid clarification at the initiative of the bidder shall be entertained.

**19 PRELIMINARY EVALUATION:**

19.1 Company i.e. rBSNL will evaluate the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed & whether the bids are generally in order.

19.2 If there is discrepancy between words & figures, the amount in words shall prevail. If the contractor does not accept the correction if the errors, his bid shall be rejected.

19.3 Prior to the detailed evaluation, the BSNL Raichur Td will determine the substantial responsiveness of each bid to the bid documents. For purpose of these clauses a substantially responsive bid is one, which conforms to all the terms & conditions of the bid documents without deviations. The company's determination of bids responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

19.4 A bid, determined as substantially non-responsive will be rejected by the BSNL Raichur TD & shall not subsequent to the bid opening be made responsive by the bidder by correction of the non- conformity.

19.5 The company may waive any minor infirmity or non-conformity or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of the bidder.

#### **20 CONTACTING THE COMPANY:**

20.1 Subject to clause 18.1 no bidder shall try to influence the company on any matter relating to its bid, from the time of bid opening till the time the contract is awarded.

20.2 Any effort by the bidder to modify his bid or influences the company in the company's bid evaluation, bid comparison or the contract award decision shall result in the rejection of the bid.

#### **21.AWARD OF CONTRACT:**

21.1 The company shall consider award of contract only to those eligible bidders whose offer have been found technically, commercially & financially acceptable. The company reserves the right to award contract for more than one contractor at the L1 rates as below as per inverse ratio clause.

No.of Bidders	Proposed Quantity distribution
2	L1-70% L2-30%
3	L1-50% Remaining Quantity to other two selected bidders in inverse ratio of their evaluated price
4	L1-40 % Remaining Quantity to other two selected bidders in inverse ratio of their evaluated price
5 to 9	L1-30 % Remaining Quantity to other two selected bidders in inverse ratio of their evaluated price
10and above	<b>L1-20%</b> Remaining Quantity to other two selected bidders in inverse ratio of their evaluated price

21.2 The work against the tender is for 12 months requirement & the terms & conditions of this tender shall be operative for a period of 12 months from the date of signing of agreement between the company & the contractor. The period can be extended by another 3 months or till the new tender is finalized, whichever is earlier with the same terms and conditions.

#### **22 COMPANY'S RIGHT TO VARY QUANTUM OF WORK:**

The BSNL Raichur TD, at the time of award of the work under the contract, reserve the right to decrease or increase the work by upto 25% of the total quantum of works without any change in the rates or other terms & conditions.

**23. COMPANY'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:**

The company reserves the right to accept or reject any bid & to annul the bidding process & reject all bids, at any time prior to award of contract without assigning any reason whatsoever & without thereby incurring any liability to the affected bidder on the grounds for the company's action.

**24 ISSUE OF LETTER ON INTENT:**

24.1 The issue of letter of intent shall constitute the intention of the company to enter into the contract with the bidder. Letter of intent will be issued as offer to the successful bidder.

**25. SECURITY DEPOSIT**

25.1 Purpose: The Security deposit payable as a guarantee for the satisfactory execution and performance of the contract.

25.2 The EMD of the successful tenderer will be automatically converted into Security Deposit.

25.3 The successful tenderer shall within 10 days of issue of letter of intent, furnish additional Security deposit equal to EMD amount in the form of DD drawn in favor of "AO (Cash) O/o GM Telecom BSNL, Raichur TD" payable at Raichur and enter into an agreement.

25.4 The Security deposit will not bear any interest while in the custody of BSNL.

25.5 Forfeiture: The Security it liable to be forfeited either in full or in part, if the successful tenderer fails or neglects to perform any of his obligations under the terms and conditions of the tender and work order placed on the contractor.

25.6 Release of SD: The Security Deposit will be released after satisfactory execution of the work orders i.e. after the warranty period.

25.7 The successful tenderer shall send a pre-stamped receipt with a request to get refund of EMD/SD after six months but not later than 8 months from the date of completion of period of validity of contract, subsequently his request for refund of EMD/SD will not be considered.

**26 SIGNING OF AGREEMENT:**

26.1 The signing of agreement shall constitute the award of contract on the bidder. The agreement with the successful bidder shall be signed by the company within a week of submission of security deposit as per clause 25.3 above.

26.2 As soon as tender is approved by the competent authority, the Bid Security deposited by the successful bidder shall compulsorily converted into the performance Security deposit, which will be held by the company till the completion of warranty period.

**27 ANNULMENT OF AWARD:**

Failure of the successful bidder to comply with the requirement of clause 27.1 shall constitute sufficient ground for the annulment of the award & forfeiture of the bid security, in which event, the company may make the award to any other bidder at the discretion of the company or call for new bids.

**28. METHOD OF EVALUATION**

28.1 The tenderer whose tender is responsive and the rate is lowest for all items put together and reasonable will be treated as L1 tenderer.

## **SECTION V**

### **SCOPE OF WORK 7 SPECIFICATION**

The contract will cover DATA ENTRY SERVICE IN BSNL OFFICES/GMTD OFFICE RAICHUR under the jurisdiction of General Manager Telecom District, Raichur.

### **ANNEXURE-I**

### **OUT-SOURCING DATA ENTRY JOB WORK OF BSNL RAICHUR**

“OUT-SOURCING DATA ENTRY JOB WORK ” OF BSNL RAICHUR.

#### **I. TRA Unit**

- a) Telephone revenue billing and accounting job work

#### **II. AO Cash**

- A) Cash Accounts section job work
- B) Trial Balance job work
- C) Bank reconciliation job work
- D) Income Tax Returns job work
- E) GPF/EPF schedules job work
- F) Cost Accounting job work

#### **III. SDE Operation**

- a) Assets register Data Entry job work
- b) Management certificate Data Entry Job work
- c) Preparation of RDEL, VPT RCP & USD Data

#### **IV. Mobile /Marketing**

- a) Mobile Data collection job work

#### **V Administration**

- a) GMT
- b) DGM

#### **VI. Accounts Officer (Works)**

- a) ATD Transactions

#### **VII. SDE MM**

- a) Inventory Management Data feeding

## **SECTION VI GENERAL CONDITIONS OF CONTRACT**

### **29 SUBCONTRACTS:**

29.1 The contractor shall not assign, sub contract or subject the whole or any part of the works covered by the contract, under any circumstances.

43. On acceptance of the tender, the successful tenderer should see that each worker is issued with proper identify card. Any change of workers should be intimated to the SDE (Genl) O/o GMTD Raichur.

30 (a) The entire Data Entry contract may be terminated at any time when GMTD BSNL Raichur feels that it is no longer required.

(b) It is the responsibility of the contractor to ensure that all required precaution and safety measures is to be taken by the contract worker deployed by him/ her in the carrying out of duties and BSNL shall not accept any responsibility for bodily injury/death occurring in the course of contract jobs performed by the contract workers.

31. The successful tenderer should nominate a supervisor who will supervise the working of the workers and furnish the supervisor's full address and telephone no. The supervisor should always be available during the working of the workers and to take instruction as and when required from the SDE (Genl) of this office.

### **32. LABOUR WELFARE MEASURES AND WORKMAN COMENSATION:**

#### **33.1 Obtaining License before commencement of work:**

The contractor shall obtain a valid labour license under the Contract Labour (R & A) Act 1970 & the Contract Labour (Regulation & Abolition) Central Rules 1971, before commencement of the work, and continue to have a valid license until the completion of work. The contractor shall also abide by the provisions of the Child Labour (Prohibition & Regulation) Act 1986. Any failure to fulfill this requirement shall attract the penalty provisions of this contract arising out of the resultant non execution.

#### **33.2 Power of Labour officer to make investigations or enquiry.**

The Labour officer or any person authorized by the Central Govt. on their behalf shall have power to make enquires with a view to ascertaining and enforcing due and proper observance of Fair wage Clauses and provisions of these Regulations. He shall investigate into any complaint regarding the default made by the contractor in regard to such provision.

### **33.3 Inspection of records.**

The contractor shall allow inspection of all the prescribed labour records to any of his workers or to his agent at a convenient time and place after due notice is received or to the Labour Officer or any or any other person, authorized by the Central Govt. on his behalf.

15      Signature of the Tenderer      - -.

### **34. PAYMENT**

34.1 The bill (Running/Final) complete in all respects shall be submitted by the contractor before 10<sup>th</sup> of every month. Any delay beyond the stipulated period will attract the penalty at the rate of 0.25 % of the amount of the bill for every week's delay, subject to a maximum of 5 % of the concerned bill amount. The bills submitted by the contractor after 6 months of the repair will be treated, as invalid and no payment will be made on them. However, in exceptional cases payment will be authorized with applicable penalties mentioned in the bid document by the competent authority only after detailed investigation and on appeal by the contractor. Contractor should pay the wages to the labour engaged by him/her through Bank (Electronic Payment) and invariably every month computerized pay slips should be given to the labourers for proof of payments. One copy of the pay slips should be submitted to the BSNL along with the bills.

34.2 Any taxes/provident funds/Employees insurance etc., S any taxes/ Provident funds/ Employees Insurance etc., State/Central Govt. departments, if required to be paid, should be born by the successful tenderer state/Central Govt. departments. If required to be paid, should be born by the successful tenderer.

35 Penalty clause of Non-performance:

35.1 A Penalty of two days charges will be levied for every day of not providing the service.

35.2 Consecutive failure in providing service will result in termination of contract apart from black listing and forfeiture of the EMD & Security Deposit.

36 Issuance of Notice:

36.1 The officer in charge/Asst. General Manager (Admn) shall issue show cause notice giving details of lapses, violation of terms & conditions of the contract, wrongful delays or suspension of work or slow progress to the contractor directing the contractor to take the corrective action. A definite time contractor fails to take corrective action within the stipulated time frame, the Officer Incharge/ Asst. General Manager (Admn) shall submit a draft of final notice along with a details report to the competent authority who has accepted the contract.

37 Termination of contract

37.1 Circumstances of Termination of contract:

Under the following conditions the competent authority may terminate the contract:

- a) Unsatisfactory work.
- b) Fails to carryout the work as specified in the bid document.
- c) If the contractor commits breach of any item of terms & conditions of the contract:
- d) If the Contractor suspends or abandoned the execution of work & the Officer in-charge of the work comes to conclusion that work could not be carried out.
- e) If the contractor has been given by the officer-in-charge of work a notice in writing to rectify/replace any defective work & he/She fails to comply with the requirement within the specified period.



- 37.2 a) The time schedule fixed for various types of job work of Data Entry is to be operators must possess adequate computer skills. In addition at least he/she should be graduate. The operators are not entitled for any holidays and have no fixed hours of duty.
- b) The raw data collection from different sections of office of GMTD Raichur as per Annexure-I and presenting in the prescribed format is subject to the terms and conditions.
- c) Any delay in non-compliance of time schedule fixed/inaccurate job work done is subject to levy of penalty of double the normal rate accepted per entry of job work.
- d) The General Manager Telecom District, Raichur Reserves the right to accept tender in full or in part or to reject any tender or all the tenderers without assigning any reasons thereof. His decision on the dispute/differences and all other questions arising out of or in anyway touching or concerning tender will be final.
- e) Terms of Payment: The Payment for the data Entry Job Work done for a calendar month, will be made deducted at source.
- f) Termination: The agreement may be terminated by GMTD Raichur anytime by giving a notice in writing to the tenderer without assigning any reasons thereof and decision to terminate shall be final. The Job works purely temporary and hence the contract may be terminated any time before the expiry of tender if no longer required.

#### 38.FORCE MAJEURE:

38.1 If at 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 other within 21 days from the date of occurrence thereof, neither party shall be reason of such event be entitled to terminate this contract nor shall either party have such claim for damages against the other in respect of such event may come to an end or cease to exist, & the decision of the company as to whether the work have been so resumed or not shall be final & conclusive is prevented or delayed by reason of any such event for a period exceeding 60 days either party may, at its option terminate the contract.

38.2 Provided also that if the contract is terminated under this clause, the company shall be at liberty to take over from the contractor at a price to be fixed by the company, which shall be final, all unused, undamaged & acceptable materials, bought out components & 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 company may deem fit expecting such materials bought out components & stores as the contracts may with the concurrence of the company elect to retain.

39. ABITRATION: 1 In the event of any question, dispute or difference arising under this agreement or in connection there-with except as to matter the decision of which is specifically provided under this agreement, the same shall be referred to the sole arbitration of the Chief manager, Karnataka Telecom Circle or in case his designation is changed or his office is abolished then in such case to the sole arbitration of the officers for the time being entrusted whether in addition to the functions of the Chief General Manager, Karnataka Telecom Circle or by whatever designation such officers may be called (herein after referred to as the said officer) and if the Chief General Manager, Karnataka Telecom circle or the said officer is unable or unwilling to act as such to the sole arbitration or some other person appointed by the Chief General Manager, or the said officer. The agreement to appoint an arbitrator will be in accordance with the Arbitration & Conciliation servant or Act, 1996. There will be no objection to any such appointment that 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 & binding on the parties. In the event of such arbitrator to whom the matter is originally referred, being transferred or vacating his office or being unable to act for any reasons whatsoever such Chief General Manager or the said officer shall appoint other person to act as arbitrator in accordance with the terms of the agreement & the person so appointed shall be entitled to proceed from the stage at which it was left out by his predecessors.

39.2 The arbitrator may from time to time with the consent of parties enlarge the time for making & publishing the award, Subject to aforesaid Indian Arbitration & Conciliation Act 1996 & rules made there under, any modifications thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause.

39.3 The venue of the arbitration proceeding shall be the office of the General Manager, BSNL Raichur TD or such other places as the arbitrator may decide. The following procedure shall be followed.

39.4 The contractor shall at his own cost at the company's request defend any suit or other proceeding asserting a claim covered by this indemnity, but shall not settle, compound or compromise any suit of other finding without first consulting the company.

**40. INDEMNITIES:**

40.1 The Contractor shall at all times hold the company harmless & indemnify against all action, suits, proceedings, works, cost, damages, charges claims & demands of every nature & descriptions, brought or procured against the company, its officers & employees & forthwith upon demand & without protest or demur to pay to the company & all losses & damages & cost (inclusive between attorney & client) & all costs incurred in endorsing this or any other indemnity or security which the company may now or at any time have relative to the work or the contractor's Obligation or in protection or endorsing its right in any suit or other legal proceeding, charges & expenses & liabilities resulting from or incidental or in connection with injury, damages of the contractor or damage to property resulting from or arising out of or in any way connected with or incidental to the operations caused by the contract documents. In addition the contractor shall reimburse the company or pay to the company forthwith on demand without protest or demur all cost, charges & expenses & losses & damages otherwise incurred by it in consequences of any claim, damages & actions which may be brought against the company arising out of or incidental to or in connection with the operation covered by the contractor.

**42. SET OFF:**

42.1 Any sum of money due & payable to the contractor (including security deposit refundable to him) under this contract may be appropriated by the company or the Govt. or any other person or persons contracting through the Govt. of India & set off the same against any claim of the company or Govt. or such other person or person for payment of sum of money arising out of his contract made by the contractor with company or Govt. or such other person or persons contracting through Govt. of India.

**SECTION VII**  
**AGREEMENT (specimen)**

This agreement made on this                      day of    (month)                      Year ) between

Represented by Sri. S/o

Herein after called "The Contractor" (Which expression shall unless excluded by or repugnant to the context, include is successors, heir, executors, administrative and assignee) of the one part & the General Manager BSNL , Raichur Telecom Raichur – 584 102 herein after referred to as the company of other part. Where as the contractor has offered to enter into contract with the said company for the execution of DATA ENTRY SERVICE as specified in the tender G-163/Data Entry/TENDER/2009-10/1 dated 23/07/2009 and other associated works on the terms and conditions herein contained and the rates approved by the company (copy of Rates annexed) 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 deposit. Now these presents witness and it is hereby agreed and declared by and between the parties to these presents as follows.

- 1) The contractor shall during the period of this contract that is to say from to or completion of work which ever is earlier or until this contract shall be determined by such notice as is herein after mentioned, safely carryout, by means of laborers employed at his own expenses and other associated works as described in tender documents (annexed to the agreement), when the company or General Manager BSNL, Raichur on his behalf requisitions. It is understood by the contractor that the quantity of work mentioned on the schedule is likely to change as per actual requirements as demanded by exigencies of service.
- 2) The NIT (Notice Inviting Tender), Rate schedule annexed hereto, work orders as may be found requisite to be given during execution of the work shall deemed and taken to be an integral part of the contract and shall also be deemed to be included in the expression " The Agreement " or " The Contract" wherever herein used.
- 3) The contractor shall also supply the requisite number of workmen of workman with men & materials required for the proper execution of work within the time prescribed in the terns of contract.
- 4) The contractor shall abide by the terms & conditions, rules, guidelines, safety precautions etc. stipulated in the tender document including any correspondence between the contractor and the company having bearing on execution of work and payments of work to be done under the contract.

20    Signature of the Tenderer    - -.

5) Validity of Tender period is for 12 months from the date of agreement and shall be extendable for the period of another 3 months or till the new tender is finalized whichever is earlier with the same terms and conditions.

In witness where of the party's presents have here unto set their respective hands and soals 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 CMD BSNL by

Witness:

1.

2.

**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	Specimen Signatures	Name
I		
II		
Alternate		

Representative  
Signature of bidder or  
Office authorized to sign the bid  
Documents on behalf of the bidder.

Note: 1. One representative will be permitted to attend bid opening. In cases where it is restricted to one, first preference will be allowed. Alternate Preventative will be permitted when regular representative is not able to attend.

**SECTION IX**  
**SCHEDULE OF RATE FOR RAICHUR REVENUE DISTRICT**  
**ANNEXURE-II**  
**(RATE SCHEDULE)**

**Details of Data Entry work to be entrusted (Application Quantity of Records Per Month)**

Nature of Job	Quoted per entry	
	Rs. In figures	Rs. In words
<b>I. TRA</b>		
1) Phonogram tickets		
2) Computer Vouchers		
3) Meter reading Entry job work		
4) Other updation work		
5) Issue of Defaulty notice reminder		
6) International trunk tickets		
7) DNP finalization cases		
8) Issues of Duplicate bills		
9) Feeding of cancelled bill register & debit bill register		
<b>II. AO(Cash)</b>		
1) TRC cheques collection entry job work		
2) Trail Balance job work		
a) Cash		
b) Cheque		
PBR intry		
BRS		
Drawal of building rent		
Compilation of Remittances of CSC		
Drawal of Arrs/Rent bills & Updation in register & Computer		
3) Bank Reconciliation job work		
a) Operation A/C		
b) Collection A/C		
4) IT Return Job work		
a) Salaries		
i) Monthly		
ii) Annually		
b) Contractors		
i) Monthly		
ii) Annually		

<b>5) GPF/EPF Schedules</b>		
a) Monthly		
i) Debit		
ii) Credit		
b) Annually		
i) Debit		
ii) Credit		
<b>6) Cost Accounting Job Work</b>		
<b>a) Monthly</b>		
i) Cash		
ii) Non-Cash		
b) Posting of entries into Annexure A to D		
1) Preparation of Remittance statement		
a) Challan preparation		
b) Comilatiion of Remittance particulars of all CSCs, Franchisees and DSAs		
c) BRS		
d) Preparation of TDS sanction		
2) Preparation of Sales statement		
a) Compilation of Sales particulars of all CSCs, Franchises and DSAs		
3) Issue of stock		
a) Preparation of invoice/issue note		
b) Posting of entries in register		
c) Posting of Entries in individual ledger cards		
4) PPC		
a) Posting of stock sale/ issue particulars in PPC		
5) Finalization and Refunds		
a) Preparation of Refund order		
b) Preparation of Annexures A,B,C, and D		
<b>III. SDE OPERATION</b>		
a) Assets register data entry job work		
b) Management certificate data entry job work		
c) Preparation of Rural House deis subsidy claims		
d) Preparation other USO data		



<b>IV) Mobile/ Marketing</b>		
i) Mobile application data entries & uploading		
ii) Challan Preparation		
iii) Reconciliation work		
iv) Mobile Application data entry up loading		
<b>V Administrative</b>		
a) GMT Steno Works		
Preparation of minutes for DEV/O & M/Civil & Electrical meeting		
b) DGM Steno Works		
Letters. Minutes etc		
<b>VII. SDE (MM)</b>		
Inventory Management Data feeding		

Date:  
Place:

Signature  
of the Tenderer  
With seal

**NOTE:**

(1) Minimum wages for unskilled labour as per Government of India applicable to telephone/BSNL/Communication only to be quoted (for the year .2009 to .2010). A Central Government Gazette Notification is to be enclosed and all wages payment to the labourer engaged by Him/Her to be paid through Bank/Electronic payments. Payments slips invariably should be supplied to the labourer every month and copy of the payment slip should be enclosed with the Bills.

(2) The finalization of the tender is subject to incorporation of Legal Views/modifications as advised by the Legal Advisor appointed by BSNL.

(3) Service TAX if applicable will be paid extra by Bsnl from the date of orders.

(4) The rate approved will be subjected to the revision by Govt. of India and the revised rates will be passed on to the tenderer by BSNL.

(5) Amount towards ESI at the rate applicable as on date of percentage of minimum wages will be paid subject to submission of payment particulars made to ESI Authority with the list of workers.

(6) Tenderer should register his name in the Assistant Labour Commissioner (Central) Bellary and EPF code should be taken from the EPF office Raichur only.

I/ We agree render the services at the above quoted rates during the entire validity period.

**Service Tax Registration No.-----TAN No.-----**

**NOTE:**

(1) Minimum wages for unskilled labour as per Government of India applicable to telephone/BSNL communication only to be quoted(for the year .2009 to .2010) A central Government Gazette Notification is to be enclosed and all wages to the labourer engaged by Him/Her to be paid through Bank/Electronic payments. Payments slips invariably should be supplied to the labourer every month and copy of the payment slips should be enclosed with the Bills.

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**Service Tax Registration No.-----TAN No.-----**

**NO RELATIVES WORKING IN BSNL CERTIFICATE**

I hereby declare that I am not having any close relative working in BSNL.

Place: Raichur

Date:

Signature of the tenderer

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**EMD/SECURITY DEPOSIT NOT FORFEITED CERTIFICATE**

I hereby declare that I am not BLACK Listed in any BSNL Tenders in Karnataka or any other state and my EMD/Security not forfeited in BSNL or any Government Department Tender.

Place: Raichur

Date:

Signature of the Tenderer

Affix the  
Photograph of  
The Tenderer  
With self  
attestation