



**BHARAT SANCHAR NIGAM LIMITED**  
**(A GOVERNMENT OF INDIA ENTERPRISES)**  
**OFFICE OF TELECOM DISTRICT MANAGER FATEHPUR**

**Tender for**  
**Computer Operation and Electronic Report Generation for NOFN Work in**  
**Fatehpur SSA.**

**Tender No. TDM/FTP/Plg./Tender/Computer Operation and Electronic Report Generation for NOFN Work /2016-17/ Dated:- 19/10/2016**

**NOT TRANSFERABLE**

Cost of tender form: Rs. 500/-+ (5% VAT) (Non refundable)

Tender Form Issued to: \_\_\_\_\_

Signature of the Issuing Authority with Seal \_\_\_\_\_

.....  
**B S N L**



**CellOne**

**ex-cel**

**tarang**

**SANCHAR NET**

**WEB FONE**

**India**  
Telephone Card

**bfone**

O/o Telecom District Manager Fatehpur,  
Telephone Exchange, Shadipur, Fatehpur,  
UP



**भारत संचार निगम लिमिटेड**  
(भारत सरकार का उपक्रम)  
**BHARAT SANCHAR NIGAM LIMITED**  
(A Govt. of India Enterprise)

**NOTICE INVITING E- TENDER**

**NIT No- Tender No. TDM/FTP/Plg./Tender/Computer Operation and Electronic Report  
Generation for NOFN Work /2016-17/ Dated:- 19/10/2016**

E-Tenders are invited by Telecom District Manager, Fatehpur on behalf of BSNL Fatehpur from skilled contractors/firms for " **Computer Operation and Electronic Report Generation for NOFN Work** ". The terms and conditions are mentioned in the bid documents and will be part of agreement the few details are as under-

Sl. No.	Description of Work	Cost of Tender form	Approx. Cost of Work	EMD to be deposited	Security Deposit to be deposited	Last date & Time for downloading & Submission of Tender form	Date and Time for opening Tender
1	Computer Operation and Electronic Report Generation for NOFN Work in Fatehpur SSA	500/-+25/- (VAT)	Rs. 2.3 lacs	Rs.4600/-	Rs. 23000/-	Date of NIT to 21/12/2016 upto 14:00 Hrs.	21/12/2016 15:00 Hrs.

*The estimated cost of the work may increase or decrease.*

• **Note:-**

1. Tender Document can be downloaded from tender wizard portal i.e. website link **www.tenderwizard.com/BSNL**. In case of forms downloaded from tender wizard portal, Demand Draft/Banker's Cheque (from any nationalized or scheduled bank) of an amount of cost of tender form in the favour of AO (Cash) BSNL, O/o TDM-Fatehpur Payable at Fatehpur, must be submitted along with Technical bid of the tender at the time of participating in the tender .
2. E-tendering processing Fee @ 0.05% of tender value + service Tax in favour of M/s ITI Ltd for online payment through Net banking/Debit Card/Credit Card etc.
3. The bidders downloading the tender document are required to submit the tender fee amount through DD/Banker's Cheque along with their tender bid failing which the tender bid shall be left archived unopened/rejected.

4. **Registration with M/s ITI Ltd.:**

Intending bidders are requested to register themselves with M/s. ITI Limited (if not registered earlier) through [www.tenderwizard.com/BSNL](http://www.tenderwizard.com/BSNL) for obtaining user-id, Digital Signature etc, by paying vender registration fee Rs. 3500/- (Plus Service Tax as applicable)

**Eligibility of Bidders:**

1. Experience of having successfully completed certificate of “**Computer Operation and Electronic Report Generation for NOFN Work**” issued by at least JAG level officer of BSNL/MTNL/Central Govt./PSU/state Govt. in last seven financial year from date of issue of NIT as given below

(i) Three similar completed works costing not less than the amount equal to 40% of the estimated cost in each three financial year.

(ii) Two similar completed works costing not less than the amount equal to 50% of the estimated cost in each two financial year

Or

(iii) One similar completed work costing not less than the amount equal to 80% of the estimated cost in one financial.

The Experience Certificate in this regard must be issued by an officer not below the rank of JAG level or equivalent officer attested by the Gazetted Officer/Notary

2. Valid firm registration certificate issued from Registrar of firms/Valid sales tax registration.
3. PAN Card of Individual in case of sole proprietor and in the name of firm in the case of partnership
4. Latest Income Tax return copy in the name of firm.
5. Bank Solvency Certificate from the banker of the tenderer for amount 40% of estimated cost work from nationalized bank. The solvency certificate shall not be older than the date of issue of NIT.
6. In case of tender documents signed by authorized signatory, the certificate of authorization for signing the tender document/agreement by tenderer/all partners.
7. Character certificate issued by the District magistrate or Superintendent of police of concerned home District of tenderer/all partners. It should not be more than two years old from the date of submission of tender. In case of partnership firm, valid Character certificate of all the partners are required.
8. Affidavit of the sole proprietorship of the firm on Rs. 10/- non-judicial stamp paper or registered partnership deed in case of partnership firm.
9. Valid labour license under labour (R&A) Act 1970. In case it is not applicable in respect of tenderer an affidavit to this effect will be attached.
10. Family/Relatives' declaration on Rs. 10/- non-judicial Stamp paper as the tenderer/all partners/authorized signatory should not be near relative of any BSNL employee. The definition of near relative is given in the tender documents. In case of partnership firm, the declaration should be submitted by all the partners.
11. Certificate of incorporation and articles of association, in case of limited company. In case of Limited Company, character certificate, and affidavit of sole proprietorship/registered partnership deed are not required. The declaration of relatives should be signed by all the directors of the company.
12. Attested copy of service tax registration certificate.

**NOTE: All DOCUMENT TO BE SUBMITTED WITH TENDER: (All Certificates should be self attested and should be attested by Gazetted Officer/Notary)**

**TDM Fatehpur reserves the right to accept or cancel any one or all tenders fully or partially without assigning any reason and is not bound to accept the lowest bid.**

**DE (Admin & Planning)  
O/o TDM , Fatehpur.**

**BID FORM**

**No. Tender No. TDM/FTP/Plg./Tender/Computer Operation and Electronic Report Generation for NOFN Work /2016-17/ Dated:- 19/10/2016**

To,  
The Telecom District Manager  
Fatehpur

Dear Sir,

Having examined the conditions of contract and specification etc., the receipt of which is hereby duly acknowledged, we, undersigned, offer to execute the Computer Operation and Electronic Report Generation for NOFN Work in Fatehpur SSA. in conformity with said conditions of contract and specifications as may be ascertained in accordance with this tender documents.

We undertake, if our bid is accepted, to enter into agreement within two week of being called upon to do so and bear all expanses including charges for stamps etc and agreement will be binding on us.

If our bid is accepted, we shall Computer Operation and Electronic Report Generation for NOFN Work in Fatehpur SSA.

in accordance with specifications, time limits, terms and conditions stipulated in the tender documents.

If our bid is accepted, we will deposit security deposit as per NIT, either in Demand Draft/FDR in favour of AO (Cash), O/O Telecom District Manager Fatehpur, BSNL.

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

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

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

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

Dated this..... Day of.....**2016.**

Signature of authorised signatory .....

In capacity of.....

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

Witness.....

Address.....

Signature.....

### TENDERER'S PROFILE

Self Attested  
Passport size  
photograph(s) of the  
tenderer/all partners/  
authorised signatory  
holding power of  
attorney

**General:**

1. Name of the Terderer/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/all Partners or authorized signatory only, as the case may be)
3. Address of the Firm/Tenderer  
.....  
.....  
.....
4. Telegraphic Address/Email Address .....
5. Tel no. (with STD code) (O)..... (Fax)..... (R).....
6. Registration & incorporation particulars of the firm:
  - i. Proprietorship
  - ii. Partnership
  - iii. Private Limited
  - iv. Public Limited

(Please attach attested copies of documents of registration/incorporation of your firm with the competent authority as required business law)
7. Name of Proprietor/Partners/Directors.....  
.....
8. Tenderer's bank, its address and his/her current account number.....  
.....
9. Permanent Income TAX Account Number (**PAN**) .....
10. Mobile No. .... Email Address .....
11. Cancelled Cheque of current Account of bank .....
12. Vendor Code if Any .....
13. Details of Technical and supervisory Staff:

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

Place:

Date:

Signature of the tenderer/authorised signatory.....

Name of the tenderer.....

## **SECTION- II**

### **INSTRUCTIONS & GUIDANCE TO THE BIDDERS**

1. The Contractor must carefully read all the terms and conditions & specifications before filling up the tender schedule and its quotation.
2. **SCOPE OF WORK:**
3. Computer Data Operation, Inputting, Outputting, Electronic Report Generation, Formatting, computation of data with printing, Computer Data Operation & Updation work for survey report, uploading data on google drive, MB/ AT data records in excel of existing 05 blocks of fatehpur SSA (i.e Haswa, Hathgaon, Bhitaura, Bahua, Vijayeeपुर) and survey report preparation of new blocks as Teliyani, Ashothar, Dhata etc. Data Compilation works and complete management of PCs data with printing in Fatehpur SSA.

#### **IMPORTANT CONSIDERATION:**

Any clarification on the details of work can be obtained from the DE(A&P) O/o TDM, Fatehpur up to one day prior to the date, which is specified for the opening of tender.

- 3.1 The prospective bidders are advised to make a detailed survey of the site and familiarize themselves with terrain so that the rates quoted take all factors into consideration.
- 3.2 Contractors who are confident of executing the work in time by employing the required resources and men may only participate in this tender offer.
4. **TRANSPORTATION EQUIPMENTS**

The Contractor shall arrange at his own expenses all vehicles and manpower required for **Computer Operation and Electronic Report Generation for NOFN Work** of concern Section incharge.

#### **10 SUBMISSION OF TENDER:**

- 10.1 Bid Security envelope containing EMD & Tender form Cost (Original DD/Bank Draft for cost of Tender Form and prescribed EMD as per NIT) can be dropped in a tender box kept in the chamber of DE (Plg.) O/o TDM BSNL Fatehpur as per NIT personally and also by registered post/speed Post/by hand in the prescribed forms placed in WAX/Tapped sealed covers super scribed "**Computer Operation and Electronic Report Generation for NOFN Work in Fatehpur SSA**".
- 10.2 The full name of and address of the Bidder should be written on the bottom left side of all the sealed covers. Envelope containing bid security should be addressed to DE (Plg.) O/o TDM BSNL Fatehpur.
- 10.3 The offer should be submitted in three-bid system: Bid Security, Technical Bid and Financial Bid. **Bid security should be send manually wherein technical bid and financial bid both are to be submitted through E-Tendering on the website. [www.tenderwizard.com/BSNL](http://www.tenderwizard.com/BSNL) within due date and time as per NIT.**
- 10.4 Technical Bid contains bid/Tender document alongwith all required Certificates
- 10.5 Financial Bid contains only Financial Bid Document.
- 10.6 The Financial Bid "**uploaded on tender wizarad website link**" of only those bidders will be considered who qualify the eligibility condition of Technical Bid.
- 10.7 The cover should bear the seal of the tenderer over sealed wax/TAPE properly fixed on the cover.
- 10.8 Any attempt for negotiation direct or indirect on the part of a tenderer with the authority to whom he has submitted the tender or the authority who is competent finally to accept it after he has submitted his tender or endeavors to secure interest for actual or prospective tenderer or to influence by any means the acceptance of the particular tender will render the tender liable to be excluded from consideration.
- 10.9 The tenderer will be bound by all terms, conditions and specification as details in this tender document.

- 10.10 Any tender with condition other than those specified in the tender document is liable to be summarily rejected. No modification by the contractor of any of the conditions will be permitted after the tender is opened.
- 10.11 No tender without the prescribed E.M.D and DD/Bank Draft for Tender form Cost, will be considered for acceptance.
- 10.12 Late Tender, Tender received either by post or courier service or in person after the specified time as per NIT will not be opened or considered.
- 10.13 No tender will be received in person by Divisional Engineer or any other staff subordinate to him. Any tenderer wanting to deliver the tender in person should deposit the tender in the tender box kept in the office of Divisional Engineer. The slit of the tender box will be sealed immediately after the specified time for receipt of tender. Any tender presented in person by any contractor /his representative after the tender box is sealed will not be received either by Divisional Engineer or by any of his subordinates.
- 10.14 Tender sent by post, if delivered by the postman after the expiry of the specified time would only be recorded and not opened or considered. Such tenders will be opened only when the request is made by the tenderer that any demand draft/bank guarantee/pay order enclosed as E.M.D. may be returned in original. The other document will only be recorded and not returned.
- 10.15 Incomplete tender form will be summarily rejected without giving any cause. However, the TDM Fatehpur reserves the right to consider incomplete tender also if he thinks that it is beneficial to the BSNL.
- 10.16 Any amendments/corrigendum will be notified on our website [www.upe.bsnl.co.in](http://www.upe.bsnl.co.in) and [www.tenderwizard.com/BSNL](http://www.tenderwizard.com/BSNL) for all prospective bidders .

**Note:-**

- (i) All the special instructions of E-Tendering for bidders is to be followed as mentioned in the tender document as well as on the E-tendering Portal ([www.tenderwizard.com/BSNL](http://www.tenderwizard.com/BSNL)).
- (ii) **Each page of tender documents & all attached original & photocopies of all other documents must be self signed by bidder. In addition to this the photocopies enclosed must also be attested by gazetted officer/BSNL executive not below the rank of STS/Notary. Bidder may be asked to produce original documents by TEC/DE (Plg.) O/o TDM BSNL Fatehpur at time of agreement of the tender.**
- (iii) No document will be entertained after opening of the tender except minor clarifications if required to TEC.
- (iv) If any document submitted found false/forged/fake at any time, EMD will be forfeited and the bidder may be blacklisted.
- (v) Corrigendum issued/uploaded if any must be attached with technical bid duly signed.
- (vi) The financial bid of only those bidders who so ever declared qualified in technical bid will be opened on some later date.



## **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 UP (E) Circle has decided to use the portal <https://www.tenderwizard.com/BSNL> (Tender Wizard) through ITI Limited, a Government of India Undertaking.

### **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 Tender Wizard
3. Create Users and assign roles on Tender Wizard Portal
4. View Notice Inviting Tender (NIT) on Tender Wizard Portal
5. Download Official Copy of Tender Documents from Tender Wizard Portal
6. Bid-Submission on Tender Wizard Portal and offline
7. Attend Public Online Tender Opening Event (TOE) on Tender Wizard Portal – Opening of Technical-Part
8. Attend Public Online Tender Opening Event (TOE) on Tender Wizard 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 failing which tender will be rejected.**
- Utmost care may be taken to name the files/documents to be uploaded on <https://www.tenderwizard.com/BSNL>. There 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 Tender Wizard.

#### **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.tenderwizard.com/BSNL>) 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.

**Note:** After successful submission of Registration details and Registration Fee (as applicable). Please contact Helpdesk (as given below), to get your registration accepted/activated.

ITI Limited Helpdesk	
ITI Limited Contact Person	HelpDesk
Telephone/ Mobile	011-49424365 /09450125827/08800991863
E-mail ID	bsnlthelpdesk@gmail.com, twhelpdesk377@gmail.com [Please mark CC: mkgosh85@gmail.com]

ITI Limited Digital Signature	
ITI Limited Contact Person	Shashank
Telephone/ Mobile	011-49424365/7844932491
E-mail ID	twhelpdesk699@gmail.com

BSNL Contact-1	
BSNL's Contact Person	Mr. Udai Pratap Singh
Telephone/ Mobile	05180-223999/ 9415335510
E-mail ID	deftpupe@gmail.com

BSNL Contact-2	
BSNL's Contact Person	Mr. Ashish Kumar Jaiswal
Telephone/ Mobile	05180-226262/9450945001
E-mail ID	sdeplgupeft@gmail.com

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

The entire bid-submission would be online on Tender Wizard Portal. 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 DE(A&P),O/o TDM,FATEHPUR on or before the date & time of submission of bids specified in covering letter of this TENDER document, in a Sealed Envelope. The envelope shall bear (NAME OF TENDER), the TENDER number and the words 'DO NOT OPEN BEFORE' (due date & time).

1. EMD-Bid Security (Original copy).
2. DD/ Bankers cheque of Rs. 525/- drawn in favour of AO(Cash),BSNL,O/o TDM FATEHPUR Payable at FATEHPUR against payment of tender document fee.
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.tenderwizard.com/BSNL>), 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 Tender Wizard Portal.
2. Register your organization on Tender Wizard Portal well in advance of your first tender submission deadline on Tender Wizard Portal.
3. Get your organization's concerned executives trained on Tender Wizard Portal well in advance of your first tender submission deadline on Tender Wizard Portal.
4. Submit your bids well in advance of tender submission deadline on Tender Wizard 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 Tender Wizard 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.tenderwizard.com/BSNL](http://www.tenderwizard.com/BSNL)).

**5 DOCUMENT TO BE SUBMITTED WITH TENDER: (All certificates should be attested by Gazetted Officer/Notary).**

- 5.2 Experience of having successfully completed certificate of “Computer Operation and Electronic Report Generation Work” issued by at least JAG level officer of BSNL/MTNL/Central Govt./PSU/state Govt in last seven financial year from date of issue of NIT as given below
- (i) Three similar completed works costing not less than the amount equal to 40% of the estimated cost in each three financial year .
  - (ii) Two similar completed works costing not less than the amount equal to 50% of the estimated cost in each two financial year

Or

(iii) One similar completed work costing not less than the amount equal to 80% of the estimated cost in one financial. The Experience Certificate in this regard must be issued by an officer not below the rank of JAG level or equivalent officer attested by the Gazetted Officer/Notary

- 5.3 Valid firm registration certificate issued from Registrar of firms/Valid sales tax registration.
- 5.4 PAN Card of Individual in case of sole proprietor and in the name of firm in the case of partnership
- 5.5 Latest Income Tax return copy in the name of firm.
- 5.6 Bank Solvency certificate from the banker of the tenderer for amount 40% of estimated cost work from nationalized bank. The solvency certificate shall not be older than the date of issue of NIT.
- 5.7 In case of tender documents signed by authorized signatory, the certificate of authorization for signing the tender document/agreement by tenderer/all partners.
- 5.8 Character certificate issued by the District magistrate or Superintendent of police of concerned home District of tenderer/all partners. It should not be more than two years old from the date of submission of tender. In case of partnership firm, valid Character certificate of all the partners are required.
- 5.9 Affidavit of the sole proprietorship of the firm on Rs. 10/- non-judicial stamp paper or registered partnership deed in case of partnership firm.
- 5.10 Valid labour license under labour (R&A) Act 1970. In case it is not applicable in respect of tenderer an affidavit to this effect will be attached.
- 5.11 Family/Relatives’ declaration on Rs. 10/- non-judicial Stamp paper as the tenderer/all partners/authorized signatory should not be near relative of any BSNL employee. The definition of near relative is given in the tender documents. In case of partnership firm, the declaration should be submitted by all the partners.
- 5.12 Certificate of incorporation and articles of association, in case of limited company. In case of Limited Company, character certificate, and affidavit of sole proprietorship/registered partnership deed are not required. The declaration of relatives should be signed by all the directors of the company.
- 5.13 Attested copy of service tax Registration Certificate.
- 5.14 E.M.D. amount as per NIT in the manner specified in the document.
- 5.15 Original “Power of attorney” in case person other than the tenderer himself has signed the tender.
- 5.16 The full name and Address of the tenderer should be written on the bottom left hand side corner of the sealed cover.
- 5.17 Any other document mentioned in NIT.

**6 EARNEST MONEY :**

- 6.2 Earnest Money may be paid separately in the following form: by cash, crossed/Account Payee Demand Draft/Bank Guarantee valid for 180 days on any branch of any nationalized Bank situated at Fatehpur drawn in favour of the AO (Cash), BSNL O/o TDM Fatehpur.

6.3 No interest shall be allowed on the Earnest Money deposited by the tenderer. The Earnest Money of the unsuccessful bidder will be refunded within a reasonable time after final decision of the tender, normally within three months from the date of opening of tenders. Earnest Money deposit of successful bidder shall be adjusted towards Security Deposit for the due fulfillment of the contract but shall be forfeited if the tenderer fails to deposit the initial security deposit and/or fails to execute the agreement within a period specified and on his being called upon to do so, after acceptance of the tender or fails to start the work as stipulated in the letter of intent/acceptance.

**SECURITY DEPOSIT:**

6.4 The security Deposit at the rate 10% of the cost of tender value will be taken in the form of cash or demand Draft or B/G issued by a schedule bank in favour of AO (Cash) BSNL O/o TDM Fatehpur or FDR is issued by a schedule bank valid for 18 Months from the successful tenderer. If he fails to deposit security deposit within seven days from the date of call, EMD of the tenderer will be forfeited and tender will be rejected.

**7 REFUND OF SECURITY:**

The security deposit shall be paid back to the contractor after a satisfactory completion of tender period. Subject to final acceptance of TDM Fatehpur. The contractors shall remain liable to the TDM Fatehpur in respect of any shortfall or discharge liabilities. Not with standing return of security deposit.

**8 TENDER SCHEDULE:**

The schedule is schedule of items of work and rates.

11.1 The Tender schedule is to be read in conjunction with instructions and guidelines to Bidder's condition of contract and other tender documents and the tenderer and contractors shall be deemed to have carefully examined all these documents.

**9 QUOTATION AND RATES FOR SCHEDULE:**

All items of work included in the schedule should be quoted.

9.2 The tenderer will quote the rates in English both in figures as well as in words. The rates quoted in words will be the correct basis and not the rates shown in figures.

9.3 In the case of illiterate contractor, the rates tendered should be attested by a witness.

9.4 All corrections, additions and alterations in the entries and tender papers will be signed in by the tenderer with date. No errors or over writing shall be permissible unless attested under the signature of the tenderer with date.

**10 REJECTION OF TENDERS**

The Telecom District Manager Fatehpur reserves the right to accept or reject any or all without assigning any reason what so ever and will not be bound to accept the lowest tender.

**11 VALIDITY:**

Tenders submitted by the bidder will remain valid for acceptance for a period of 180 days from the date of opening of the tender. The bidders should not be entitled during this period without the consent in writing of TDM Fatehpur to revoke or cancel his tender or to vary the submitted or in terms thereof. The tenders awarded shall remain valid for a period of ONE year. However it can be extended by further one year or part thereof with the consent of contractor if work is found satisfactory on same rate and terms conditions subject to acceptance by BSNL.

**12 ACCEPTANCE OF TENDER AND AWARD OF WORK:**

The Telecom District Manager Fatehpur reserves the right at its/his absolute discretion to accept the tender of one or more than one tenderer either wholly or in parts without assigning any reason what so ever, and it shall be binding on concerned tenderer to execute the work so awarded. The whole work may be split up and accepted parts and not entirely if conceded expedient by the TDM Fatehpur at his absolute discretion.

**12.2 The TDM Fatehpur reserves the right to award 40% of work of contract to qualified L-2 bidder if L-2 bidder agrees on L-1 bidder's quoted rate. "**

**12.3 Under normal circumstances, the award of contract/work against the tender is for one year from the date of effective date of signing of agreement between the department/BSNL, Fatehpur and the tenderer. However the contract/Works may be extended for further**

**period upto one year or part thereof along with proportionate value** , if agreed by the contractor and BSNL, on the same rates, terms and Conditions. The period of the contract/Works may be reduced by TDM , Fatehpur as per the requirement of BSNL,Fatehpur without any notice.

12.4 Number of Jobs per month may vary as per actual requirement. Number of jobs required in Financial Bid is only an approximation.

12.5 On refusal to do the work or if the successful bidder delays in signing the agreement beyond the stipulated period, then the TDM Fatehpur reserves the right to award the same work to other contractor /contractors, in full or in parts, either at the same rates or at the higher rates /negotiated rates of other/next contractor, without any liability to the loss suffered/likely to be suffered by the bidders in the aid contract, including forfeiture of the earnest Money deposited.

### 13 **SIGNING OF THE CONTRACT AGREEMENT**

The successful Bidder after depositing security deposit shall be required to execute an agreement on a non-judicial stamp paper of Rs. One Hundred Only and Water Mark paper at his own cost and in the form annexed here to. In the event of failure of the tenderer to sign the agreement within **Seven days** of being called upon to do so after the acceptance of the tender, or in the event of his failure to start the work as stipulated, the amount of earnest money and/or initial security deposit shall stand forfeited to the BSNL and the acceptance of the tender shall be considered as revoked.

**17.** The instructions contained in the tender document shall be deemed to form part of the agreement /contract for the work.

## SECTION –III

### CONDITIONS OF CONTRACT

#### **1. DEFINITIONS**

- (a) The contract means the document forming the tender and acceptance there of and the formal agreement executed between BSNL and the contractor with documents referred to therein including the conditions of contract, the specifications and instructions issued from time to time by the BSNL and all these documents taken together shall be deemed to form one contract and shall be complimentary to one another.
- (b) In the contract the following expression shall unless where the context otherwise required have the meaning hereby respectively assigned to them.
- (c) The expressions “works” and “work” shall unless and otherwise defined in section –II but it will also include original, altered, substituted or additional work.
- (d) The “SITE” shall mean the offices and telephone exchanges, store Depos. which may be allotted or used for the purpose of carrying out the contract.
- (e) “SITE ENGINEER” shall mean a sub divisional engineer of the BSNL who may be placed by the TDM as in-charge of the work at site at any particular period of time.
- (f) The contractor shall mean the individual or firm or company whether incorporated or not under taking the works and shall include the legal personal representative or such individual or persons composing such firm or company or successors of such firm or company and the permitted assignees or such individual or firm or company.
- (g) The “ENGINEER IN CHARGE” means the divisional engineer who shall supervise and shall be in-charge of the works at any time or who shall sign the contract on behalf of the BSNL.
- (h) The “BSNL” will mean Bharat Sanchar Nigam Limited.

**A.** All references are:

- i** BSNL,
- ii** General Manager.
- iii** TDM Fatehpur.
- iv** Divisional Engineer,
- v** Sub. Divisional Engineer.
- vi** Junior Communication Officer.
- vii** Junior Engineer.
- viii** Accounts Officer/Sr. Accounts Officer/Chief Accounts Officer.
- ix** Assistant /Junior Accounts Officer.
- x** Or any other Officer notified from time to time.

**B. In various clause shall be taken to mean:**

- i)** BSNL as an undertaking under the ministry of Communication, BSNL of India.
- ii)** The officers in there respective Grades /Groups employed in the office of Divisional Engineer by whatever designation are assigned to them from time to time and who may be in-charge of direction, execution, supervision, testing, acceptance , maintenance of accounts and disposal of claims , from time to time and includes there successors in office. Words imparting the singular number include the plural number and vice-versa.

#### **2. PERIOD OF VALIDITY:**

Tenders submitted by the bidder will remain valid for acceptance for a period of 180 days from the date of opening of the tender. The bidder shall not be entitled during this period of 180 days without the consent in writing of TDM, Fatehpur to revoke or cancel his tender or to vary the tender submitted or in terms thereof. The tenders awarded shall remain valid for a period of One year. However it can be extended by further one year or part thereof with the consent of contractor if work is found satisfactory on same rate and terms conditions subject to acceptance by BSNL.

**3. Man Power /Operator SUPPLIES:**

- 3.1** In case of bidder fail to execute the work with in given time as per standard. In such cases department/TDM Fatehpur will be competent authority to recover the amount of charges including system installation charges & establishment charges as applicable from his security/bills.
- 3.2** Bidder/contractor itself will be responsible for arranging technical man power and bidder will it self be responsible for damage of any electronic system / equipment for Computer Operation and Electronic Report Generation for NOFN Work .
- 3.3** If bidder/contractor or his representative make any harms/damage to department, recovery for losses incurred will be recovered from his security/bill.

**4. GUARANTEE**

In addition to any or all other guarantee and warrantee mentioned in the contract document, the contractor guarantees that the entire work will be done in the satisfactory manner. The contractor also undertakes to repair or replace as the case may be at his own cost and risk any part of the store which may damage or that may develop any defects due to bad handling and transportation.

**5. METHOD AND MANNER OF PERFORMANCES**

The contractor shall be independent contractor and shall have complete charge of the vehicle and men engaged in the performance of the works to be performed hereunder and shall perform the works in accordance with his own methods and at his own risk, subject to compliance with the contract documents. The contractor shall throughout the stipulated period of the contract execute the works in the best and most substantial like manner and both as regards Installed materials and otherwise in respect, in strict accordance with the contract document or such other particulars, instructions as may be found requisite to be given during carrying of the works. Enforce good order among his employees and shall not employ on the works any unfit person or any one not capable or not properly qualified to properly perform the work assigned to him. The contractor shall also not employ in respect of the works or discontinue to employ in respect of the works any employee that the TDM /Site Engineer may for any reason object to.

**6. INSURANCE**

Without limiting any of his other obligations or liabilities, the contractor shall, at his own expense, take and keep comprehensive insurance including third party risk for the plant, operators, computers, machinery, Installed materials, etc. during the execution of work.

**7. REPRESENTATIVE OF THE BSNL**

The representatives of the BSNL have been mentioned in clause '1 f.' in definitions.

**8. INTERPRETATION OF THE CONTRACT DOCUMENTS**

The BSNL will be the sole interpreter by itself in case of any ambiguity in the interpretation of the Agreement.

**9. SAFE CUSTODY OF INSTALLED MATERIALS**

The contractor shall be responsible for all COMPUTER system furnished or supplied by the BSNL while in the contractor's custody.

**10. NOTIFICATION**

The contractor shall give in writing to the proper person or authority with a copy to the divisional Engineer such notification as may be mandatory or necessary in connection with the commencement, suspension, resumption, performance and/or the completion of the contracted work. All notices shall be given sufficiently in advance of the proposed operation to permit proper co-relation of activities and the contractor shall keep all the proper persons or authorities regularly advised of the progress of operation throughout the performance of the work together with such information and/or supporting figure as data may from time to time as directed or required.

**11. REFUND OF SECURITY DEPOSIT**

The security deposit (including the retention money in the running bills) or a part thereof or such balance thereof if any as may retain after deduction there from in respect of any outstanding bill of the contractor to the BSNL shall be paid back to the contractor after a satisfactory guarantees period of six months.



11.1 No interest will be payable on the earnest money or the security deposit or on other amount payable to the contractor under contract.

## **12. INDEMNITIES**

**12.1** The contractor shall all the time hold the BSNL harmless and immediately from against all actions suits proceeding works cost damages, charges claims and demands of any nature and descriptions, brought or proclaimed against the BSNL, its officer and employees and forth with upon demand and without protest or demand to pay to the BSNL any and all losses and damages and cost (inclusive between attorney and client) and all costs required in enduring this or any other indemnity or security which the BSNL may now or at any time have related to write in any suite on other legal proceeding charges and expensive and liabilities resulting from or incidental or in connection with injury or disablement to or death of any person(s) including employees or the contractor or damage to property resulting from a rising 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 BSNL or pay to the BSNL forthwith on demand or without protest or damage all cost charges and expensive and losses and damages otherwise incurred by it consequent less of any claims demands and actions in which may be brought against the BSNL arising out of or incidental to or in connection with the operation covered by the contract.

**12.2** The contractor shall at his own cost at the BSNL request depend any suit or other proceeding asserting a claim covered by this indemnity but shall not settle compound or compromise any suit or other findings finding without first consulting the BSNL.

## **13. COMPLIANCE WITH LAWS AND REGULATIONS**

During the performance of the work the contractor shall at his own cost and initiative fully comply with all applicable laws of the land and with any and all applicable by laws, rules, regulations and orders and any other provisos having the force of law made or promulgated.

## **14. OPTIONAL TERMINATION BY BSNL**

The BSNL may at any time at its options cancel and terminate this contract by written notice to the contractor, in which event the contractor shall be entitled to payment for the work done up to the time to such cancellation

## **15. TAXES AND DUTIES**

Contractor shall pay all rates levies, fees, royalties, taxes and duties payable or arising from out of by virtues of here in connection with and/or incidental in the contract of the obligation of the parties in term of the contract documents and/or in respect of the works or operation(s) or any part there thereof to be performed by the contractor shall indemnified the BSNL from the against the same or any default by the contractor in the payment thereof.

## **16. BREACH OF CONTRACT**

The TDM may without prejudice to this right against the contractor in respect of any delay or any inferior workmanship or otherwise or to any claims damage in respect of an/breach of the contract and without prejudice to any rights and remedies under any of the provisional of this contract or otherwise and whether the date for completion has or has not elapsed by notice in written absolutely determine the contract in any of the following cases:

- (i)** If the contractor having been given by the SDO/SDE a notice in writing that the transportation is being performed in any inefficient or otherwise improper or unknowing like manner shall limit to comply with the such notice for a period of seven days there after or if the contractor shall delay or suspend the execution of the work so that either in the judgement of Telecom District Manager (which shall be final and binding) he will be unable to secure completion of the work by the date for completion or he has already failed to complete the work by that date.
- (ii)** If the contractor being a company shall pass a resolution or the court shall make an order that the company shall wound up or a receiver or manager or behalf of execution shall be appointed or if circumstances shall also which entitle the court or creditor to appoint a receiver or a manager or which entitled the court to make a winding up order.
- (iii)** If the contractor commits any acts mentioned in clauses above hereof.
- (iv)** If the contractor commits breach of any of the terms and conditions of his contract.

When the contractor has made himself liable for action under any of the aforesaid. The TDM on behalf of the BSNL shall have the powers.

- a. To determine or rescind the contract as aforesaid (of which termination or decision notice and 30 days in writing to the contract under the hand of the TDM shall be conclusive evidence upon such determination or recession the security deposit of the contractor shall be liable to forfeited shall be absolutely at the disposed of BSNL)

## 17. PARTNERSHIP FIRMS

Where the contractor is a partnership firm the previous approval in written of the TDM shall be obtained before any change of the construction of the firm or addition or deletion of any other person as partner.

18. Penalty for delay in completion of the work shall be recoverable from the bills of the contractor and/or by adjustment from the security deposit at the discretion of the TDM however adjustment from the security deposit.
19. The TDM reserves the right to cancel the contract and forfeit the security deposit if the contractor fails to Fatehpur commence the work within three days after receipt of work order.

20. deleted.

21. The contractor shall investigate fully all hazards and safeguard against them and the contractor must provide protection of the persons, animal and property.

22. Any failure by the contractor to do so shall not reliable him of responsibility for estimating properly the difficulty or cost of completely and satisfactorily performing the contracted work.

23. TDM, FATEHPUR assumes no responsibility whatever for any oral under standing or recommendation made by any of its officers of agent or servants prior to the execution of the contract and all previous negotiation and understanding are here by cancelled.

## 24. MATERIAL SUPPLIED BY THE BSNL

All material like computer ,electronic equipment , official date supplied to the contractor by the BSNL shall remain the absolute property of BSNL .it should not be disclosed to out side of depar ment

25. EPFO/ESIC CLAIM :- For any type of EPFO/ESIC Office Claim contractor/agency will be fully responsible.

26. if during Computer Operation and Electronic Report Generation for NOFN Work any departmental data or information is leaked out of section or department ,the security deposited will be forfeited and tender will be cancelled and action will be taken as per cyber crime or information tech ACT by TDM Fatehpur.

## 27. PENALTY FOR DELAY IN COMPLETION

**Time allowed for completion of the work as entered in the work order shall be strictly adhered by the contractor and shall be deemed to be the most important aspect or the central the part of the contract.**

The contractor shall pay as penalty an amount equal to the (one and half) percent of the amount of the tender awarded for every one week delay in completion of work provided always the entire amount of the penalty to be paid under the provisions of this clause shall not exceed 10% (ten percent) of the cost of the tender awarded alongwith non payment of the in computer work executed under reference.

28.0 The Telecom District Manager, FATEHPUR reserves the right to cancel terminate this contract at any time after commencement of the work if in his judgment the work is being performed improper and the progress is less than 1/8 (one/eight) of the work before 1/4 (one/four) of whole time allowed has elapsed and 3/4 (three/four) of the work before 1/2 (one half) of the whole time allowed has elapsed. If after commencement of work, the contract is terminated for improper work or slow progress security deposit shall be forfeited to the BSNL in addition to recovery of penalty for delay.

28.1 It is clarified that quantum of the work as mentioned in the earlier paragraph will be decided with reference to the work order value and not with reference to the estimated cost of work.

28.2 On any date the penalty payable as above, reaches 10 percent of the estimated cost of the work contractor should proceed with the work further only on getting written instructions from the DET/T.D.M. that he is allowed to proceed further with the work. It will be at discretion of the T.D.M. to allow the contractor to continue with the work on the basis of any written an agreement reached between the contractor and the T.D.M. One of the conditions of such

agreement may be a stipulation for contractor to agree for relegation of penalty for delay at a higher rate as may be agreed between the T.D.M. FATEHPUR and contractor.

28.3 Penalty for delay in completion of the work shall be recoverable from the bills of the contractor and/or by adjustment from the security deposit at the discretion of the T.D.M. However adjustment from security deposit will be made only when the contract has been terminated at the time of final settlement of bills on completion of work.

28.6.1 The T.D.M. reserves the right to cancel the contract and forfeited the security deposit if the contractor fails to commence the work within fifteen days after receipt of work order.

**28. Price Variation.**

The BSNL shall not be responsible for any escalation in price of labour or material, machinery equipment etc of whatever and the contractor rates and contractors obligations shall remain unaffected by such escalation.

14 **Force Measure:-**

In the event of either party being rendered unable by force measure to perform this contract then the obligation of the party affected by such cause shall be suspended until normal operations are resumed and when such cause ends the execution of this contract must be with all reasonable dispatch. Should the execution of this contract be suspended by force measure then a corresponding extension of the completion date shall be automatically granted. The occurrence of a cause of force measure, however shall not relieve the BSNL and its obligations to make payments to the contractor for the work satisfactorily executed prior there to the terms force measure as employed hiring shall mean act of god, war declared or undeclared hostilities, energy actions, revolts, riots, legal lookouts and illegal strikes, tunnel waves, forest fire, major floods, explosions, earthquakes, epidemics, sabotage, extra ordinary act and regulations of central or state BSNL or municipal rendered unable as a force said shall notify the other party in written within 72 hours of the beginning and ending dates, biding full particulars and evidence, if required.

15 **Payments**

The bill will be payable after verification by concerned S.D.E. or by any other authorized competent authority of Telecom District FATEHPUR about satisfactory performance and Carrying out the work satisfactorily.

Payments will be made by the A.O. to the contractor against the bills duly verified and certified subject to deduction or security deposit as per contract clauses.

16 Income tax at the rate of **2%** of the amount for which the bill has been passed will be deducted as tax at source under relevant BSNL rulers however if any new legislation comes into effect for deduction of taxes at sources at any other rate deduction will be made at that rate. Necessary income tax deduction certificate will be issued by the A.O. detailing the amount so deducted as tax at source at the time of payment of each bill.

17 The bills to be submitted in duplicate and in manner form and that may be prescribed only after the contractor gives as stamp receipt for the amount unless the bills are pre-repaid payment will be made only by ERP System on BSNL.

18 Any penalty due shall also be recoverable from the bills submit for the payment by the aforesaid officers.

19 The T.D.M. will have the right to recover penalty for shutdown, delay or slow progress of the work from the bills submitted for payments.

20 The security deposit with the department shall be considered for adjustment against liquidated damages only at the time of final conclusion of the contract.

21 The final settlement of bills and refund/adjustment/appropriation of any amount retained from running

bills of the contractor shall be made fully after the T.D.M. is satisfied that all the contractor obligations have been fully met and no amount remains due for recovery from the or on any account.

## 22 GENERAL PROVISIONS:

The firm should be able to provide computer operation and report Generation for NOFN Work with means of technically experience persons without harming any working COMPUTER System if during installation work any COMPUTER System found mal functioning then penalty will imposed as per installation/restoration charges of COMPUTER System damaged. In this case TDM Fatehpur would have full authority to impose penalty.

**37.1** All works to be executed under the contract shall be executed under the direction and subjected to the approval in all respects of by the DE (A&P) or his subordinate in charge of work who shall be entitled to direct at what points and in what manner they are to be commenced from time to time.

37.2 The work in may be splitted between two or more contractor or accept in part and not entirely if considered expedient by the T.D.M.

357.3 If the contractor shall desire an extension of time for completion of work on the ground of his having been unavoidable, hindered in its execution or on any other ground he shall apply in writing to the S.D.O./SDE. Within I days from the date of hindrance on account of which he desire such extension as aforesaid and the T.D.M. shall, if in his opinion (which shall be final) reasonable grounds be shown therefore, authorise such extension of time if any, as my in his opinion be necessary or proper.

37.4 If at any time after the commencement of the work the BSNL shall for any reasons whatsoever not require the whole thereof as specified in the tender to be carried out, the District manager shall give notice in writing of the fact to the contractor who shall have claim to any payment of compensations whatsoever on account of any profit or advantage, which he might have derived from the execution of the work in full, but which he did not derive in consequence of the full amount of the work not having been carried out, neither shall have any claim for compensation by reason of any alterations

**37.5** Having been made in the original specification, and instructions, which shall involve any certain element of the work as ordinary, contemplated. Provided that the contractor shall be paid the charges on the cartage only on installation materials actually and benefice brought to the result of the security deposit. The contractor fails to making good the amount of such deduction within the time herein before specified and/or.

(a) If the contractor becomes insolvent or applies for relief on insolvent DE.

(b) In case the contractor is a company and it is wound upon in case the contractor is partnership firm when it is dissolved or reconstituted and/or.

(c) If the contractor makes default in or files to comply with any terms and conditions put forth in this contract and/or.

(d) If the contractor's work is found unsatisfactory in the opinion of the T.D.M

38. The firm must be registered one with the concerned Authority as per law.

39. The firm should have the sufficient manpower for [Computer Operation and Electronic Report Generation for NOFN Work](#)

40. In case service Tax imposed as policy matter by the Govt. on above work the same it to be paid by the contractor.

41. work order will be issued by DE (A&P) O/o TDM Fatehpur on requisition of concern SDCA/section incharge.

42. The firm should be able to provide [Computer Operation and Electronic Report Generation for NOFN Work](#) with means of technically experience persons without harming any working copmputer System if during work any COMPUTER AND EELECTRONIC System found mal functioning then penalty will imposed as per installation/restoration charges of COMPUTER AND EELECTRONIC System damaged including loss of revenue due to down of COMPUTER AND EELECTRONIC System. In this case TDM Fatehpur would have full authority to impose penalty.

### **43.DISPUTES AND ARBITRATION**

All disputes, differences and questions arising out of or incident to this agreement or in any way touching or concurring this agreement of the subject matter there of or the respective rights, duties or liabilities of the party in respect of this agreement (except the decision whereof is herein before otherwise provided for) shall be referred to the sole arbitration of CGMT UP (E), Lucknow or any person nominated by him or in case his designation changed or his is abolished to the sole arbitration of any person appointed by the officer who for the time being is entrusted whether or not in addition to other function with the function of T.D.M.FATEHPUR by whatsoever designation such officer may be called. There shall be no objection to any such appointment that the person appointed is BSNL servant. However, if the arbitrator is the BSNL servant he will not be one who had an opportunity to deal with the matter to which this agreement relates. The arbitrator while acting as such arbitrator shall not be formed to take any oral or documentary evidence and shall be at liberty to take such evidence he may in his absolute discretion think proper and that he will be at liberty to proceed with the matter and here parties in the absence of any or some of them or their legal and/or technical advisor without being liable for a misconduct within meaning of provision of section 30 of the Indian arbitration act in this behalf and in the event of such arbitrator to whom the matter is originally referred during transfer or vacating his office or being any reason the said officer shall appoint another person to act as arbitrator accordance with terms of the agreements such persons shall be entrusted to proceed with the reference from the stage at which he left it.

**43.1** Subject to aforesaid the Indian arbitration act 1940 and the rules made there under and any modification thereof for the time being enforced shall apply to the arbitration proceeding lined this clause.

**43.2** Upon every end any references as aforesaid the assessment of cost incidental to the reference and award respectively shall be at the discretion of the sole arbitrator. The venue of the arbitration proceedings will be premises of T.D.M Fatehpur or such other place as the sole arbitrator may decide.

**43.3** In witness thereof the parties present have herein to note their respective bands and scales the day and year in first.

Above written:

Witness:

Signature sealed & delivered by the above  
Named contractor in the presence of

## **SECTION-IV**

### **TECHNICAL SPECIFICATION**

#### **SCOPE AND SPECIFICATION OF WORK AND JURISDICTION OF CONTRACT**

- 1. SCOPE OF WORK:**  
**This tender for System Computer Operation and Electronic Report Generation for NOFN Work for FatehpurSSA.**  
1 Computer Data Operation, Inputting, Outputting, Electronic Report Generation, Formatting, computation of data with printing, Computer Data Operation & Updation work for survey report, uploading data on google drive, MB/ AT data records in excell of existing 05 blocks of fatehpur SSA (i.e haswa, hathgaon, bhिताura, bahua, vijayeeपुर) and survey report preparation of new blocks as teliyani, ashothar, airayan, dhata etc. Data Compilation works and complete management of PCs data with printing in Fatehpur SSA.
- 2. VALUE OF WORK:** The estimated cost of work is as mentioned in the Notice Inviting Tenders which has been worked out based on previous approved rates. The actual value of work may vary based on the actual requirement but generally being limited to +/- 25% of the indicated value.
- 3. JURISDICTION OF CONTRACT:** The jurisdiction of the contract shall be as follows:-  
**FatehpurSSA**

**AGREEMENT**

**NIT no. Tender No. TDM/FTP/Plg./Tender/Computer Operation and Electronic Report Generation for NOFN Work /2016-17/ Dated:- 19/10/2016**

1. An agreement made this.....**day of**.....between **M/s**

.....  
(hereafter called the contractor) which expression shall where the context so admits include his / their respective heirs executors, administrative representative, and assigns of one part and the **BSNL** the other part.

Whereas the contractors has offered to enter into a contract with the said BSNL for **Computer Operation and Electronic Report Generation for NOFN Works in FATEHPUR SSA** as specified in schedule of works & rates on terms and condition here in contained in the tender document and the tender value of the Rs. ....has been accepted and whereas the contractors has deposited **Rs** .....as security deposit.

Now these present witness and it is hereby agreed and declared by and between the parties to these presents as follows in this Agreement Document having ...pages and .....enclosures. The contractor shall during the period of this contract that is to say, from ..... to .....or until this contract shall be determined by such notice as his herein after mentioned safely carry out by means of labourers employed at his own expense **Computer Operation and Electronic Report Generation for NOFN Works as per work order** or TDM or TDE or any other person or persons authorized by the TDM Fatehpur in that behalf require. It is understood by the contractor that we will be one of the contractors in an SSA and we shall be given only that percentage of the work as mentioned in schedule of works, further the quantity of work mentioned in the schedule is likely to change as per actual requirement and demanded by the exigencies of service.

**2.0** The contractor shall promptly carry out desired works referred to above whenever called upon by the BSNL or by any of the persons in clause (1) here of and within the time as will be specified to him by the BSNL or any of the persons mentioned in clause (1) thereof at the time of placing work order for each work. The time allowed for completion the work as entered in the work order shall strictly be adhered by the contractors and **timely completion of work should be deemed to be as essence of the contract on the part of the contractors.**

If the contractor fails to complete the work as given in the work order within the time specified in the work order, and recovery in the following rates shall be imposed including further necessary action by any of the officers mentioned in clause (1).

- (1) A penalty of recovery of 1.5 % (one and half percent) of estimated amount payable to the contractor for the work included in the work order shall be imposed for slow progress or improper work delaying the work for every weak that the due quantity of work remains incomplete.
- (2) Provided always the entire amount of penalty to be recovered from the contractor shall not exceed 10% (ten percent) of the estimated cost payable to the contractor.
- (3) If the work remains incomplete even after the penalty of 10% recovery has been imposed action is liable to be taken under clause 16.0 of this agreement without prejudice to the action to be taken under this clause and any provisions contained in any document referred in clause 6.0 of this document.

**2.0** If the contractor shall desire an extension of time for completion of work on the ground of his having been unavoidably hindered in its execution or any other ground he shall apply in writing to the concerned Divisional Engineer within three days from the days of such hindrance on the account of

which he desired such extension as aforesaid and the Divisional Engineer shall in his opinion ( which shall be final ) where exist reasonable ground therefore grant such extension of time , if any , as may be deemed necessary or proper by him .

- 3.0 The contractor shall execute all the item of work mentioned in the order for each work in the most efficient and workman like manner both as regard material and otherwise in every respect in strict accordance with the instruction & giving to him from time to time by the officers mentioned in clause (1) hereof or other officer-in-charge supervising the works including in clause 6.0 of this agreement.
- 4.0 All works under or in course of execution of executed in pursuance of the contract shall at all time be open to be acceptance testing and supervision of any of the said officers. The work done by contractor shall not be covered up before acceptance & approval and measurement by such officer or officers aforesaid. If any defect in the date of completion thereof, the contractor shall forthwith repair and remedy the same at his own cost in such a manner and within such time may be directed by the said officers.
- 5.0 The contractor shall also supply the requisite number of workmen within the time prescribed in the work order.
- 6.0 The contractor shall abide by the rule, terms and conditions and specification laid down in the instruction & guidelines to Tenderers, condition of contract and constructions and specifications etc. annexed to this agreement and such other rules and regulations as may be framed from time to time by the Divisional Engineer Telecom Fatehpur for his nominees.
- 7.0 The contractor shall not charge any extra amount of transport expenses, overtime allowance and charge for material used by him and not entitled to get compensation for any damage or losses in the course of execution of works nor for any extra payment i.e. charges for transport of labour that he will employ at his own costs nor for idle labour.
- 8.0 The contractor shall be wholly responsible for the proper preservation and safe custody of all materials handed over to the contractor in course of execution of the work under the contract till the work is completed in all the respects according to the terms or faithful account of all materials used in submitted to the BSNL and shall be liable to return those materials which were not used, forthwith after the completion of work. The contractor hereby undertakes to indemnify the BSNL against all losses or damage of the aforesaid materials for any cause whatsoever and make good all such loss or damage sustained by the BSNL and decision of the TDM Fatehpur, in this behalf shall be final and binding.
- 9.0 The contractor shall not nor shall any interest therein or any person or persons or company or attempted to be done so without the previous consent in writing of the Divisional Engineer Telecom Fatehpur being first had and obtained . The contractor's heirs or legal representatives shall with the consent in writing of the Divisional Engineer have write to continue to perform the duties or engagements of the contractors under the contract in case of his death . In the event of the contractor being of company and being a wound up at any time during the period of this contract for the purpose and with the object of transferring the business to any person , persons of company , the contractor shall make it one of the terms and stipulations of contract for transfer of his properties and business to , such other person or persons or company shall be bound to the Divisional Engineer Telecom Fatehpur , to perform the duties for engagement of the contractors under this contract be subject to his liabilities there under .
- 10.0 The contractor here by convenience and declares that nobody connected with or in the employment of department of telecommunication/ BSNL is nor shall any person ever be admitted as of partner in contract.
- 11.0 In every case in which by virtue of the provisions of workmen compensation act, the BSNL is obliged to pay compensation to a workmen employed by the contractor in execution of work. The BSNL will



- be entitled to recover from the contractor the amount of compensation paid. The BSNL shall not be bound to contest any claim against it under the act except on written request of the contractor and upon his giving to BSNL fully security for all costs for which the BSNL might become liable in consequence to contesting such claim.
- 12.0 The contractor shall indemnify the BSNL against all over damage, cost, charges and expenses for which the BSNL may be held liable or incur or pay on account of the negligence of the contractor or his servants or any of them or of any person under his control whether in respect of injury to the person or damages to the property or any member of the public or any other concern or in executing the works or otherwise or against all claims and demands in respect thereof.
- 13.0 The said security deposited by the contractor shall be retained by the BSNL as security for the due and faithful performance by the contractor of each and all the covenants herein contained or in part to be observed or performed with full power to the Divisional Engineer Telecomm Fatehpur or for and on behalf of BSNL , in case contractor shall fail to perform satisfactorily , fulfil , keep or observe all or any of the convenience , conditions or agreement on his part therein contained them useless the same is forfeited to retain the whole or any part of the same and the appropriate the same or any part thereof to the use of BSNL absolutely as and by way of liquidated damages or penalty and that without reference to the relative importance of the particular breach or breaches of contract which shall have given for such appropriation or whether BSNL may have sustained as certainable pecuniary damage by such breach or breaches as aforesaid or not . In case of such appropriation or retention of whole or the part of the said security the contractor shall forthwith deposit further security for the full amount or any amount sufficient to makeup the deficit as the case may be.
- 14.0 The said security or as such thereof as may not have been appropriated to the use of BSNL under clause (13) thereof repaid or returned to the contractor after the termination of the contract and submission of “ NO DEMAND “ certificate the contractor there after . The BSNL may withhold such payment at least for six month from the date of receipt of “NO DEMAND” certificate from the contractor.
- 15.0 The BSNL will pay to the contractor for the work, which the contractor for the work, which the contractor is called upon, by the BSNL or any of his officers mentioned in clause (1) hereof and which is satisfactorily completed by the contractor at the rates mentioned in schedule. For this purpose , the contractor should submit to the Divisional Engineer Telecommunication Fatehpur his bill for the work , covered by that work order that have been satisfactory completed by him duly accepted. Bills prepared by him on his own forms etc. may be accepted, provided they comply with the following conditions.
- (1) The bills are submitted in triplicate, all copies being signed by the contractor. The two copies may be marked “ ORIGINAL” and “DUPLICATE” respectively.
  - (2) Details of quantity and nature of each item of work done or material supplied as well as the stipulated rates are given.
  - (3) The dates of commencement and completion of the work or material are mentioned.
  - (4) The number and date of the contract or order are mentioned.
- 16.0 In the event of any breach by the contractor of any of the terms and conditions here of including slow progress or it in the opinion of the Divisional Engineer Fatehpur (which will be final and conclusive), the work is not being performed satisfactorily the officers mentioned in clause (1) hereof in any one of them shall have power to adopt any of the following courses as he may deem best suited to the interest of BSNL.
- (a) To rescind the contract forthwith and in such case the security deposit of the contractor shall stand forfeited to the BSNL.
  - (b) To measure up the of contractor and to take such part there of as shall be unexcited out of his hand and give it to other contractor to complete and in case of defects discovered subsequently to have the defects repaired and removed by another contractor or get the work completed Departmentally . In both case any expenses which may be incurred in excess of which would have been paid to the contractor if the whole work properly executed by him (of the amount of such excess the certificate in writing of any of the officers mentioned in clause (1) here of shall be borne and paid by the contractor may be deducted from any money due to him by the BSNL under this contract or otherwise or from

the security deposit or the sufficient part there of or otherwise recovered from him in the both cases if the expense incurred by the Department are less than the amount payable to the contractor at his agreement rates the deference should not be paid to the contractor .

- 17.0 BSNL shall also be entitled to terminate this contract without assigning any reasons by giving to the contractor 15 days notice its intention to do so and of the expire of the said period of notice the contract shall come to an end without prejudice to any right or remedy that may be accrued to either party by reason of any antecedent breach of any terms thereof. Such notice may be signed on behalf of BSNL by any of the officers mentioned in clause (1) hereof.
- 18.0 In the event of any of the courses mentioned in clause (16) or (17) being adopted the contractor shall have no claim or compensation for any loss sustained by him by the reason of his having purchased or procured any material or entered in to any engagements or made any advance on account of or with a view to the execution of the work or the performance thereof..
- 19.0 In the event of any of the said officers exercising power mentioned in clause (16-b) hereof he may , if he so desires , take possession of all or any of the tools , plant material and stores in or upon the work or the site there of or belonging to the contractor or procured by him and intended for the use for execution of work or any part there of paying or allowing for the same any amount at contract rates or in case of this not being applicable at current market rate to be certified by any of the said officers whose certificate thereof shall be final . Any of the said officers may in alternative request the contractor of his agents or servants to remove such tools, materials within a time specified and in the event in the contractor failing to comply with this requisition any of the said officers may remove them at contractor's expenses and sell them by public action or private sale on account of the contractor and on his risk and responsibilities and the certificate of any of the said officers as to the expenses of any such removal and the amount of the proceeds or any expenses of any such sale shall be final and conclusive against the contractor .
- 20.0 If the contractor shall die before the expire of this contract the BSNL or any of the officers mentioned in clause (1) hereof may at his option either immediately determine this contract or require the heirs or local representative of the contractor to carry out the same for such period not exceeding three calendar months as BSNL and the said officers may require.
- 21.0 Any notice required to be given under these presents may be given either personally to the contractor under acknowledgment or by posting letter addressed to the contractor at the said address and shall be deemed to be served at the time of such delivery or at the time of leaving the same with the contractor or in the case of posting at the time when the letter would have reached the contractor in the ordinary course of post.
- 22.0 The TDM FATEHPUR shall be at liberty by notice in writing to the contractor to rescind the contract in any or every of the following cases ( started in subpart 'a' to 'b') and the contractor shall there upon pay to the TDM FATEHPUR in addition to any sum or sums of money which the contractor may be liable to pay under the provisions herein before stated such as the TDM FATEHPUR may decide the reasonable compensation for the loss or inconvenience caused the amount of sum for such breach on this part of contractor will be fixed by the TDM FATEHPUR and shall be final and conclusive against the contractor .
- (a) The contractor will submit for examination in the office of Divisional Engineer Telecom Fatehpur, its book of account and all concerned papers maintained by in this connection within 15 days from the date of its being called upon to do so, if the contractor fails to do so and /or
- (b) If any fraud and fraudulent motive is defected in the contractor's action with the Department and /or
- (c) If the contractor demands undue charges not stipulated in the contract and /or
- (d) If any person connected with the department of telecommunication or any official drawing salary from the BSNL becomes in any way interested in this contract and /or
- (e) If the contractor himself or any of his servants be guilty of fraud or attempted fraud in connection with the contract officers any bribe or graduate to any person connected with the Department of telecommunication or to any official drawing salary from the BSNL and /or

- (f) If the contractor employs any outside agent or any right to payment there under without the contract in writing of the Divisional Engineer Telecom Fatehpur and /or
  - (g) If the event of any deduction being made from the contractor's security deposit the contractor fails to make good the amount of such deduction with in the time here in before specified and /or
  - (h) If the contractor becomes insolence or applies for relief as insolvent debtor and /or in case of contractor is a company and it is wound up or in case of contractor is partnership firm when it is dissolved or reconstituted and /or
  - (I) If the contractor makes default in or fails to comply with any of the terms and conditions set forth in this contract and /or
  - (J) If the contractor's work is found unsatisfactory in the opinion of the Divisional Engineer Telecom Fatehpur.
23. If the contractor refuses to provide services on any day or time the BSNL authority reserves the right to get the same done from other contractor or agency even at higher rates. The difference of the rate will be deducted from the contractors pending bills or the security money, as the case may be.
  24. No additional payment will be made for working beyond any fixed working hours or on Sunday/holiday.
  25. The Department shall supply/provide the equipment and necessary stationary ribbon etc for the required job.
  26. Master data base file creation will be one-time charges for a particular number in case of TR billing/commercial/FRS.
  27. Master file creation rates will be applicable only in case of number of field are more than 15, otherwise it viii be treated as data base general entry and corresponding rates will be applicable.
  28. The tenderer has to execute works related with TDM Office and for TRA unit and for Commercial work. Numbers of persons are to be increased as per volume of the work available.
  29. The works related with typing and stenography/dictation are to be completed on the same day. In case the job is not completed on the same day the typing work will be got done from market and corresponding amount will be deducted from the bills/ security.
  30. Window based software program Will be developed in latest version as per the requirement of The TDM.  
The source code will be the exclusive property of BSNL.
  31. In case of typing work, Corr-7 will be treated as 1/2 page and corr-22 will be treated as full page.
  32. Tender document supplied for this tender will be also a part of agreement. ***Terms & conditions, scope of work, specifications of work, time limits, penalties and jurisdiction of contract mentioned in the bid documents will be an integral part of this agreement.***

IN WITNESSES WHEREOF - the parties presents have herein to set respective hands and seals the day and year first above written.

Witness: (Signature, name & address) signed, sealed and Delivered by the above named contractor in the presence of witness

1.....  
.....  
.....  
2 .....  
.....

Signed and Delivered on behalf BSNL  
By Divisional Engineer  
O/o TDM Fatehpur

**BHARAT SANCHAR NIGAM LIMITED**  
( A Government of India Enterprise)  
OFFICE OF TELECOM DISTRICT MANAGER1 FATEHPUR

**To**  
**Telecom District Manager,**  
**Fatehpur.**

**SUBJECT: Tender for \_Computer Operation and Electronic Report Generation for NOFN Works in FATEHPUR SSA**

Sir,

1. I/We propose to undertake the work as mentioned in the above tender at rates mentioned in Annexure 1
2. The rates quoted are inclusive of all taxes.
3. I/We have deposited earnest money as per cash receipt No .....Dated.....with the Accounts officer, BSNL O/o The TDM Fatehpur. Demand draft No .....Dated .....of the bank ..... drawn in the favour of the Account Officer, BSNL O/o TDM Fatehpur is attached here with.
4. I/We agree to pay the taxes deducted at source.
5. I/We have cleared all Income taxes up to date and our personal details are as under.  
Latest Income Tax return with permanent Account No. ....
6. I/We are registered / working with BSNL / any other Govt. / semi Govt. Organisation (The certificate is enclosed here with in support.)
7. I/We have understood the instructions of tenders and condition of contract attached with the Annexure to the tender and have thoroughly examined.
8. Certified that no adverse remarks have been noted against me our firm by vigilance Cell / field units of the BSNL for non-standard / sub standard work.
9. I/We signing the tender as:
  - a. Sole proprietor of the firm
  - b. Duly authorised active partner of the firm / Attorney.
10. I/We have attached the copy of:
  1. Latest Income tax
  2. Partnership deed (In case of partnership firm)
  3. Power of Attorney (In case of representative signing tender document)
  4. Experience certificate.

**DECLARATION**

(to be given on Rs 20/- non judicial stamp)

I/We ----- Proprietor / Partner / Director of  
M/S ----- declare:

1. That I/We or any of my/our partner(s) is/are neither working in any capacity in any units of BSNL / MTNL / DOT / DTS / DTO ( formerly known as DOT) nor removed I dismissed from service of BSNL / MTNL /DOT / DTS / DTO.

2. That I/We or any of my I our partner's relatives (as defined in note below) are neither employed in any capacity nor removed I dismissed from service BSNL / MTNL/ DOT / DTS / DTO.

3. That in case of change of partners or change in constitution of the firm, I/We shall abide by the conditions 1 and 2 above and shall bring any change to the knowledge of TDM ., Fatehpur immediately.

4. i) That I/We shall intimate the names of persons who are working with me/ us at Fatehpur in any capacity or are subsequently employed by me/us.

ii) That none of my lour employees is a removed I dismissed employee of either BSNL or of any unit of MTNL/ DOT / DTS / DTO.

5. That I/We have not been debarred I black listed by any Govt./ Public Sector / Autonomous agencies/ dept. / organizations. Further I/We also confirm that the works awarded to us have been completed to the satisfaction of the awarding agencies, and that there had been no premature termination of contract for non-performance I delayed execution on my lour part.

6. That I/We am I are aware that any breach of the above condition would render me I us liable to be removed from the approved list of contractors of BSNL I MTNL I DOT I DTS I DTO along with cancellation of existing contracts and forfeiting of my / our Earnest Money Deposit /Security deposit held by BSNL / MTNL /DOT / DTS / DTO.

**Station:**

**(NAME OF THE BIDDER)**

**WITH SIGNATURE AND CAPACITY IN WHICH HE IS SIGNING)**

**Date:**

**(Office Seal)**

**Note:**

(i) The term "relatives" means wife/husband/parents and grand parents/children/grand children/ brothers/sisters/Uncles/Aunts / cousins and their corresponding in-laws.

(ii) If at any time, it transpires that the information given in the declaration is incorrect I wrong, the contract is liable to be terminated forthwith without assigning any reason, besides forfeiting the EMD/SD and liable for initiating action for debarring the firm from entering into further contracts.

- 1.
- 2.

**SECTION – VI**

**LETTER OF AUTHORIZATION FOR ATTENDING BID OPENING  
(To reach on ..... or before date of bid opening)**

To,  
The Telecom District Manager  
Fatehpur

**Subject:-** Authorization for attending bid opening on..... in the Tender of  
.....

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

Order of Preferences	Name	Specimen Signature
I.		
II.		

Alternate Representative

**Signature of the Tenderer/all partners/Authorised signatory with seal**

**Note:**

1. Maximum of two representatives will be permitted to attend bid opening. In cases, where it is restricted to one, first preference will be allowed. Alternate representative will be permitted when regular representatives are unable to attend.
2. Permission for entry to the hall where bids are opened may be refused in case authorization as prescribed above is not received.

**ANNEXURE- II**

**DECLARATION TO BE GIVEN BY TENDERERS WHO HAVE DOWNLOADED THE TENDER DOCUMENT FROM THE WEB SITE.**

This declaration is to be submitted by the tenderers who have downloaded the tender documents from the website. Without this annexure the tender will be rejected.

- 1) I/We have submitted the tenders in the proforma as downloaded directly from the website.
- 2) I/We have submitted the tenders which are same /identical as available in the website.
- 3) I/We have not made any modification! Corrections / additions etc in the tender documents downloaded by me/we.
- 4) I/We have checked that no page is missing and all the pages as per the index are available and that all the pages of tender document submitted by us are clear and legible.
- 5) I/We have signed (with stamp) all the pages of the tender document before submitting the same.
- 6) I/We have sealed the tender documents properly before submitting the same.
- 7) I/We have submitted the cost of tender along with the EMD.
- 8) I have read carefully & understood the important instructions to the all tenderers & to tenderers who have downloaded the tenders from the website.
- 9) In case at any stage later, it is found there is difference in our downloaded tender documents from the original, BSNL shall have the absolute right to take any action as deemed fit without any prior intimation to me/us.
- 10) In case at any stage later, it is found there is difference in our downloaded tender documents from the original, the tender/work will be cancelled and Earnest Money/Security Deposit will be forfeited at any stage whenever it is noticed. The department will not pay any damages to me/us on this account.
- 11) In case at any stage later, it is found there is difference in our downloaded tender documents from the original, I/We may also be debarred for further participation in the tender in the concerned BSNL Civil Zone & would also render me/us liable to be removed from the approved list of contractors of the department.

**Dated .....**

**(CONTRACTOR)  
(SIGN WITH SEAL)**

**BHARAT SANCHAR NIGAM LIMITED**  
**(A Government of India Enterprise)**  
**OFFICE OF THE TDM FATEHPUR**  
**SECTION-XVII**  
**FINANCIAL BID**

To,  
**The Telecom District Manager**  
**District, Fatehpur**

**NIT No:- Tender No. TDM/FTP/Plg./Tender/Computer Operation and Electronic Report Generation for NOFN Work /2016-17/ Dated:- 19/10/2016**

**SUB: Financial bid for Computer Operation and Electronic Report Generation for NOFN Works in FATEHPUR SSA**

Dear Sir,

Having examined the tender documents, terms and conditions, specification of works, etc. stipulated therein, I/WE the under signed offer to execute **Computer Operation and Electronic Report Generation for NOFN Works in FATEHPUR SSA** in conformity with the said specifications and conditions of contract at the rates quoted as under:

**SCHEDULE OF RATES**

**Sub:- Schedule of rate for Computer Operation and Electronic Report Generation for NOFN Works in Fatehpur SSA**

Sl.	Job Description	Estimated Quantity of Work	Unit	Rate quoted by Tenderer (In Rs.) Per Job per month	
				In Figures	In Words
1	Computer Data Operation & Updation work for survey report, uploading data on google drive,MB/ AT data records in excell of existing 05 blocks of fatehpur SSA (i.e haswa, hathgaon, bhitaura, bahua, vijayeeipur) and survey report preparation of new blocks as teliyani, ashothar, dhata etc. Data Compilation works and complete management of PCs data with printing in Fatehpur SSA.	thirty six Job in a year(three jobs per month)	Per Job		

**Note:-**

- (1) Please quote unit rate, which should be inclusive of all taxes except service tax.
- (2) L-1 rate will be calculated for quantum of work x Rate and then adding them all. Lowest sum is L1.
- (3) **The Rates are exclusive of Service Tax.**