



BHARAT SANCHAR NIGAM LIMITED

(A Govt. of India Enterprise)
CHENNAI TELEPHONES

E- Tender document (Single Stage – Two Envelope System)

E-Tender for Expression of Interest (EOI) is invited on behalf of
PGM(NW-O) North , BSNL, Chennai Telephones,
from interested parties for maintenance and upkeep of parts of its
telecom infrastructure at selected Telecom Sites in
DGM (NWO) North East and DGM (O&M) Kalmandapam areas
including rural areas of Thiruvallur District (Ponneri and Gummidipoondi)

E-TENDER No : DGM(NWO)NE/EOI-Infrastructure Mtce/2017-18/	DATED 28.08.2017
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Certified that the Tender Document contains 71 pages only

O/o Dy. General Manager (NWO) North East, BSNL, Chennai Telephones,
FLOWER BAZAAR TELEPHONE EXCHANGE COMPLEX,
6TH FLOOR , LATERAL EXTENSION BUILDING
NO. 1, NSC BOSE ROAD, CHENNAI 600 001

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SECTION - I



BHARAT SANCHAR NIGAM LIMITED [A Govt. of India Enterprise]

OFFICE OF THE DY GENERAL MANAGER (NWO) NORTH EAST),
CHENNAI TELEPHONES,
6TH FLOOR, LE BUILDING, FLOWER BAZAAR TELEPHONE EXCHANGE COMPLEX,
No. 1. NSC BOSE ROAD, CHENNAI 600 001.

E-TENDER No : DGM(NWO)NE /EOI-Infrastructure Mtce/2017-18/

DATED 28.08.2017

NOTICE INVITING TENDER

Digitally Sealed Tenders are invited for Expression of Interest (EOI) from interested parties for maintenance and upkeep of parts of its telecom infrastructure at selected Telecom Sites in Chennai Telephones under DGM (NWO) North East and DGM (O&M) Kalmandapam areas including rural areas of Thiruvallur District (Ponneri and Gummidipoondi) through E –tendering

This e-Tender is being conducted through e-procurement Portal
<https://www.tenderwizard.com/BSNL>

Tender forms available @ www.tenderwizard.com/BSNL following
“Link for E-tenders by Bharat Sanchar Nigam Limited @ www.chennai.bsnl.co.in
and Tenders free view”.

DEPUTY GENERAL MANAGER(NWO-NE)



BHARAT SANCHAR NIGAM LIMITED
[A Govt. of India Enterprise]
OFFICE OF THE DY GENERAL MANAGER (NWO) NORTH EAST),
CHENNAI TELEPHONES,
6TH FLOOR, LE BUILDING, FLOWER BAZAAR TELEPHONE EXCHANGE COMPLEX,
No. 1. NSC BOSE ROAD, CHENNAI 600 001.

E-TENDER No : DGM(NWO)NE /EOI-Infrastructure Mtce/2017-18/

DATED 28.08.2017

SECTION – I(a)

DETAILED NOTICE INVITING TENDER

The Dy. General Manager(NWO) (North East), Bharat Sanchar Nigam Limited., Chennai Telephones, for and on behalf of Pr. General Manager (NWO) North [herein after referred as BSNL] intends to invite Expression of Interest [EOI] from interested parties for maintenance and upkeep of parts of telecom infrastructure, at selected telecom sites in DGM(NWO) North East and DGM(O&M) Kalmandapam Zones, including rural areas of Thiruvallur District (Ponneri and Gummidipoondi) of Chennai Telephones from reputed contractors, firms, companies, who possess experience of successful completion of such works of similar nature [infrastructure maintenance and upkeep of telecom installations] in BSNL/DOT/PSUs [State/Centre] or other telecom operators for 2 years, costing an amount not less than Rs.1 Crore per year (Rupees One Crore only), during the Financial Year from 2014 to 2017

1. The details of sites and their locations are given in Annexure- D
2. Estimate Cost of the Tender :

Sl. No.	Name of the zone	No of locations	Total units	CATEGORY 'A' URBAN	CATEGORY 'C' RURAL	ESTIMATE COST IN Rs.	EMD @ 2% in Rs
1	DGM (NWO) NE	9	20	20	0	14844000	296900
2	DGM (O&M) KAL	13	32	19	13		
TOTAL		22	52	39	13		

1	Name of Work and Work Jurisdiction & Area of Contract	E- Tender for Expression of Interest (EOI) from interested parties for maintenance and upkeep of parts of its telecom infrastructure at selected Telecom Sites (As per Annexure – D) in DGM (NWO) North East and DGM (O&M) Kalmandapam areas including rural areas of Thiruvallur District (Ponneri and Gummidipoondi)
2	Notice	Properly sealed Tenders (Packing PVC tape/Sealing wax with Personal Seal) are invited for and on behalf of PGM (North) from the eligible contractors for the above work:
3	Eligibility Class of Contractors	All contractors who have a minimum of two years of experience in the infrastructure maintenance and upkeep of telecom installations in BSNL/DOT/PSUs [State/Centre] or other telecom operators, costing an amount not less than Rs. 1 Crore per year (Rupees One Crore only), during FY 2014-2017
5	Estimated cost of work .	Rs.14844000/-
6	Cost of Bid document (non-refundable) in Rs.	Rs. 2000 + Rs.360 (18% GST) = Rs.2360/- (Rupees Two thousand three Hundred and Sixty only)
7	Bid Security in Rs. (2% of total Estimated Cost of tender)	Rs.296900/-
8	Period of Contract	One year from the date of agreement and extendable if necessary, but not more than one year in step of 6 months on the same terms and conditions of the tender document
9	Tender document containing detailed description of work, terms and conditions can be had from	1. Tender document can be obtained by downloading it from the website www.chennai.bsnl.co.in following "Link for E-Tenders by Chennai Telephones". The tender document for participating in E-Tender shall be available for downloading from https://www.tenderwizard.com/ BSNL from 11.30 hrs of 28.08.2017 upto 16.00 hrs of 18.09.2017. BSNL, Chennai Telephones has decided to use process of e-tendering for inviting this tender and thus the physical copy of the tender would not be sold.

		2. Bidders must register on the e-tender portal. If not already registered earlier, follow all instructions for participating in bidding for the e-tender. The bidders cannot participate in the e-tender without downloading official copy of the tender document. The Tender document shall not be available for down load on its submission / closing date
10	Time and last date of submission of Bid	Upto 11.00 hrs on 19.09.2017
11	Place of submission	O/o Asst. General Manager (NWO) NE, BSNL, Chennai Telephones, 3 rd Floor, TAX Building, Flower Bazaar Telephone Exchange Complex, No.1, NSC Bose Road, Chennai 600001.
12	Venue of Opening	BSNL has adopted E-tendering process which offers a unique facility for 'Public Online Tender Opening Event' (TOE). BSNL's Tender opening Officers as well as authorised representatives of bidders can attend the Public Online Tender Opening Event (TOE) from the comfort of their Offices. However, if required, authorised representatives of bidders (i.e. Supplier Organisation) can attend the TOE at AGM (C&A) NE, BSNL, Chennai Telephones, 3 rd Floor, TAX Building, NSC Bose Road, FBR Telephone Exchange Complex, Chennai 600 001 where BSNL's Tender Opening Officers would be conducting Public Online Tender Opening Event (TOE)
13	Time of Bid opening	At 11.30 Hrs on 19.09.2017
14	Important Conditions	<p>1. The tender, which is not accompanied by the requisite Bid Security or Cost of the tender document, shall be summarily rejected by the TOC</p> <p>2. Tender will not be accepted / received after expiry of the date and time specified at S.No.10 for Submission of Bid</p> <p>3. BSNL, Chennai Telephones, reserves the right to reject any or all tenders without assigning any reason whatsoever</p>

DGM (NWO) NE
BSNL CHENNAI TELEPHONES

SECTION I (b)

SPECIAL INSTRUCTIONS TO BIDDERS FOR E-TENDERING

General

The Special Instructions (for e-Tendering) supplement 'Instruction to Bidders', as enclosed in the tender Documents.

Submission of Bids only through online process 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, CHTD has decided to use the portal (<https://www.tenderwizard.com/BSNL>) through ITI, a Government of India Undertaking. Benefits to Suppliers are outlined on the Home-page of the portal.

1. Tender Bidding Methodology:

Sealed Bid System – Single Stage – Two Envelope System
Using Two Envelopes',

Followed by 'e-Reverse Auction' (if required by Business Unit / Planning cell) after opening of the Financial bids. In case of two envelope system Qualifying and Financial bids shall be submitted by the bidder at the same time.

2. Broad outline of activities from Bidders prospective:

1. Procure a Digital Signing Certificate (DSC)
2. Register on Electronic Tendering System® (ETS) of
<https://www.tenderwizard.com/BSNL>
3. Create Users and assign roles on ETS
4. View Notice Inviting Tender (NIT) on ETS
5. Download Official Copy of Tender Documents from ETS
6. Clarification to Tender Documents on ETS
 - Query to BSNL (Optional) receives not later than 7 days prior to the date for the opening of the bids
 - View response to queries posted by BSNL
7. Bid-Submission on ETS
8. Attend Public Online Tender Opening Event (TOE) on ETS
 - Opening of Technical-Part
9. Post-TOE Clarification on ETS (Optional)
 - Respond to BSNL's Post-TOE queries.
10. Attend Public Online Tender Opening Event (TOE) on ETS
 - Opening of Financial-Part
(Only for Technical Responsive Bidders)

For participating in this e-tender online, the following instructions are to be read carefully. These instructions are supplemented with more detailed guidelines on the relevant screens of the ETS.

3. Digital Certificates

For integrity of data and authenticity/ non-repudiation of electronic records, and to be compliant with IT Act 2000, it is necessary for each user to have a Digital Certificate (DC). also referred to as Digital Signature Certificate (DSC), of Class 2 or above, issued by a

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

4. Registration and Training

To use the Electronic Tender® portal (<https://www.tenderwizard.com/BSNL>) vendors 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. In ETS terminology, this person will be referred to as the Super User (SU) of that organization. For further details, please visit the website/portal, and click on the 'Supplier Organization' link under 'Registration' (on the Home Page), and follow further instructions as given on the site.

Pay Annual Registration Fee as applicable.

Note: After successful submission of Registration details and Annual Registration Fee, please contact Tender wizard Helpdesk (as given below), to get your registration accepted/activated.

ITS's Helpdesk

Telephone/ Mobile – 9894191904 / 9941947400

[between 9:30 hrs to 18:00 hrs on working days]

E-mail ID - bsnltwhelpdesk@gmail.com, twhelpdesk679@gmail.com,

twhelpdesk438@gmail.com

BSNL Contact

BSNL's Contact Person-1, AGM(C&A) NE, Phone Number - 044-25392222

Email id: - agmne123@gmail.com

[from 10:00 Hrs of 28.08.2017 to 17:30 Hrs of 18.09.2017 - on all working days]

BSNL's Contact Person-2, SDE Tech NE Telephone no. 044-25386433

[from 10:00 Hrs of 28.08.2017 to 17:30 Hrs of 18.09.2017 - on all working days]

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 Electronic Envelopes containing
1. Qualifying BID for Expression of Interest (EOI) from interested parties for maintenance and upkeep of parts of its telecom infrastructure at selected Telecom Sites (**As per Annexure – D**) in DGM (NWO) North East and DGM (O&M) Kalmandapam areas including rural areas of Thiruvallur District (Ponneri and Gummidipoondi)
 2. Financial Bid for Expression of Interest (EOI) from interested parties for maintenance and upkeep of parts of its telecom infrastructure at selected Telecom Sites (**As per Annexure – D**) in DGM (NWO) North East and DGM (O&M) Kalmandapam areas including rural areas of Thiruvallur District (Ponneri and Gummidipoondi)

6. Offline Submissions

The bidder is also requested to submit (Offline) the Technical & Financial Bids as stated in Section II of 4.2-“C”

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

7. Special Note on Security of Bids

Security related functionality has been rigorously implemented in ETS in a multidimensional manner. Starting with 'Acceptance of Registration by the Service Provider', provision for security has been made at various stages in Electronic Tender's software. Specifically for Bid Submission, some security related aspects are outlined below:

As part of the Electronic Encrypter™ functionality, the contents of both the 'Electronic Forms' and the 'Main-Bid' are securely encrypted using a Pass-Phrase created by the Bidder himself. Unlike a 'password', a Pass-Phrase can be a multiword sentence with spaces between words (eg I love this World). A Pass-Phrase is easier to remember, and more difficult to break. It is recommended that a separate Pass-Phrase be created for each Bid-Part. This method of bid-encryption does not have the security and data-integrity related vulnerabilities which are inherent in e-tender in systems which use Public-Key of the specified officer of a Buyer organization for bid-encryption. Bid-encryption in ETS is such that the Bids cannot be decrypted before the Public Online Tender Opening Event (TOE), even if there is connivance between the concerned tender-opening officers of the Buyer organization and the personnel of e-tendering service provider.

Typically, 'Pass-Phrase' of the Bid-Part to be opened during a particular Public Online Tender Opening Event (TOE) is furnished online by each bidder during the TOE itself, when demanded by the concerned Tender Opening Officer may authorise the bidder to open his bid himself. There is an additional protection with SSL Encryption during transit from the client end computer of a Supplier organization to the e-tendering server/ portal.

8. Public Online Tender Opening Event (TOE)

ETS offers a unique facility for 'Public Online Tender Opening Event (TOE)'. Tender Opening Officers as well as authorized representatives of bidders can attend the Public Online Tender Opening Event (TOE) from the comfort of their offices. For this purpose, representatives of bidders (i.e. Supplier organization) duly authorised are requested to carry a Laptop and Wireless Connectivity to Internet.

Every legal requirement for a transparent and secure 'Public Online Tender Opening Event (TOE)' has been implemented on ETS. As soon as a Bid is decrypted with the corresponding 'Pass-Phrase' as submitted online by the bidder himself (during the TOE itself), salient points of the Bids are simultaneously made available for downloading by all participating bidders. The work of taking notes during a manual 'Tender Opening Event' is therefore replaced with this superior and convenient form of 'Public Online Tender Opening Event (TOE)'.

ETS has a unique facility of 'Online Comparison Chart' which is dynamically updated as each online bid is opened. The format of the chart is based on inputs provided by the Buyer for each Tender. The information in the Comparison Chart is based on the data submitted by the Bidders. A detailed Technical and/ or Financial Comparison Chart enhance Transparency. Detailed instructions are given on relevant screens.

ETS has a unique facility of a detailed report titled 'Minutes of Online Tender Opening Event (TOE)' covering all important activities of 'Online Tender Opening Event (TOE)'. This is available to all participating bidders for 'Viewing/ Downloading'.

There are many more facilities and features on ETS. For a particular tender, the screens viewed by a Supplier will depend upon the options selected by the concerned Buyer.

9. Important Note:

In case of internet related problem at a bidder's end, especially during 'critical events' such as a short period before bid-submission deadline, during e-auction, it is the bidder's responsibility to have backup internet connections. In case there is a problem at the e-Procurement/e-Auction service

provider's end(in the server, leased line etc) due to which all the bidders face a problem during critical events, and this is brought to the notice of BSNL by the bidders in time, then BSNL will promptly re-schedule the affected event(s).

10. Other Instructions

For further instructions, the vendor should visit the home-page of the portal (<https://www.tenderwizard.com/BSNL>), and go to the User-Guidance Center. The help information provided through 'ETS User-Guidance Center' is available in three categories – Users intending to Register / First-Time Users, Logged-in users of Buyer organizations, and Logged-in users of Supplier organizations. Various links are provided under each of the three categories.

Important Note: It is strongly recommended that all authorized users of Supplier organizations should thoroughly peruse the information provided under the relevant links, and take appropriate action. This will prevent hiccups, and minimize teething problems during the use of ETS.

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 ETS
2. Register your organization on ETS well in advance of your first tender submission deadline on ETS.
3. Get your organization's concerned executives trained on ETS well in advance of your first tender submission deadline on ETS.
4. Submit your bids well in advance of tender submission deadline on ETS (At least one day before the deadline) (There could be last minute problems due to internet timeout, breakdown, etc).

While the first three instructions mentioned above are especially relevant to first-time users of ETS, the fourth instruction is relevant at all times.

11. Minimum Requirements at Bidders end

- Computer System with good configuration (Min P IV, 1 GB RAM, Windows XP–Service pack-III)
- Broadband connectivity.
- Microsoft Internet Explorer 6.0 or above
- Digital Certificate(s)

Section-II

FEATURE OF EOI

Instructions to Bidders and Terms & Conditions

1. Introduction

1.1. BHARAT SANCHAR NIGAM LIMITED (BSNL), a Public Sector Enterprise, 100% owned by Government of India, with the dominant market share in the Wire line Telephony, Wireless Telephony, Broadband & Internet services besides other data services like MPLS-VPN, Leased circuits etc. BSNL is the largest Internet Service Provider (ISP) of India. As a leading telecom player, BSNL controls a wide range of telecom infrastructure such as Main Exchange Buildings, RSU Exchange Buildings, Transmission Centre Buildings, BTS sites, billing centers, customer care centers etc. For more details about BSNL, please log on to www.bsnl.co.in.

2. Purpose of the EOI

- a) BSNL (from here on BSNL means Principal General Manager (North), BSNL, CHTD) intends to invite Expression of Interest (EOI) from interested parties for maintenance and upkeep of parts of its telecom infrastructure. After evaluation of EOIs, agreements will be entered with the successful party for a period of one year, which can be extended further up to a period of one year in step of 6 months as per performance and on mutually agreed condition with the same terms and conditions of the tender.

b) ELIGIBILITY OF BIDDERS

- i) **The contractor /bidder must have minimum Two years experience in the Infrastructure Maintenance / Upkeep of Parts of BSNL Telecom Installations and have a turnover of not less than Rupees One Crore per year during the FY from 2014-17.**
- ii) List of Documents for eligibility requirement as mentioned in this Tender Document.
- iii) BID Security: The bidder must deposit Rs. 296900/- (Rupees Two lakhs ninety six thousand nine hundred only) as Bid Security. The Bid Security shall be in the form of Demand Draft drawn in favour of BSNL, Chennai Telephones, from any Nationalised/ Scheduled Bank and may be enclosed with the EOI offer, besides uploading the scanned copy. "Bid Security does not carry interest". No other mode of Payment for Bid security will be accepted. The bid security will be refunded to the unsuccessful bidders after finalization of EOI and on Production of Advance Stamped Receipt. The bid security of the successful bidder will be treated as part of Security Deposit.

The bid security may be forfeited –

i) If bidder withdraws his bid during the period of bid validity specified by the bidder in the bid form

(ii) If the successful bidder fails to pay the Security Deposit in time and execute the Agreement. Also the bidder will not be eligible to participate in the EOI for the same work, for one year from the date of intimation to pay the Security Deposit.

SECURITY DEPOSIT (PERFORMANCE SECURITY)

The Security Deposit (5%) of the total estimate cost of the work is Rs. 7,42,200/-. The successful tenderer shall have to pay a Security Deposit equal to 5% of the total estimated cost of work allotted to him within 14 days of issue of letter of intent. The EMD deposited by the successful bidders shall stand converted as a part of Security deposit. The balance amount of Security Deposit after adjusting EMD can be paid in the form of Bank Guarantee (which shall be valid for 36 months from the date of contract) from a Nationalised bank / scheduled bank as per the specimen in Annexure H of the tender document . The balance amount of Security deposit after adjusting EMD can also be submitted in the form of crossed demand draft drawn in favour of BSNL- CHENNAI TELEPHONES issued by a Nationalised Bank / schedule bank and payable at Chennai. NSIC registered bidders also to pay the above mentioned Performance Bank Guarantee

Refund of Security Deposit.

The Security Deposit paid either in the form Demand draft or in the form of Performance Bank Guarantee, will be effective from the date of awarding the tender shall be refunded to the Contractor after satisfactory completion of the tendered work in all respects (including settlement of all bills) and after expiry of the prescribed warranty or guarantee or any other such future period prescribed in the tender and after deducting any money due to BSNL from the Contractor on any account including liquidated damages levied or, loss or damage suffered by BSNL on its assets or stores or reputation due to omissions and commissions on the part of the Contractor or due to any reason attributable to the deeds or misdeeds of the Contractor.

c. COST OF BIDDING

The bidder shall bear all costs associated with the preparation and submission of the bid. The Purchaser will, in no case, be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

d. DOCUMENTS REQUIRED

1. Bidding procedures and contract terms and conditions are prescribed in the Bid Documents. The contents of the Bid documents are specified in the INDEX.
2. The Bidder is expected to examine all instructions, forms, terms and specifications in the Bid Documents and clarifications/ amendments/addenda, if any. Failure to furnish all information required as per the Bid Documents or submission of the bids not substantially responsive to the Bid Documents in every respect will be at the bidder's risk and may result in rejection of the bid.

e. CLARIFICATION OF BID DOCUMENTS

1. A prospective bidder, requiring any clarification on the Bid Documents shall submit his queries through e-Tender Portal and also notify the BSNL Chennai Telephones in writing or by FAX to the Purchaser's designated mailing address indicated in the invitation of Bid. The Purchaser shall respond in writing to any request for the clarification of the Bid Documents, which it receives 14 days prior to the date of opening of the Tenders. Copies of the query (without identifying the source) and clarifications by the Purchaser shall be uploaded as clarification to the concerned tenderer on <https://www.tenderwizard.com/BSNL>, as addenda, for all the prospective bidders who have downloaded the official copy of tender documents from <https://www.tenderwizard.com/BSNL> portal.
2. Any clarification issued by BSNL in response to query raised by prospective bidders shall form an integral part of bid documents and it shall amount to an amendment of relevant clauses of the bid documents.
3. The format in which the clarifications in writing are to be sent via E-mail or FAX is

S. No.	Section	Clause	Brief description of the Clause	Ref page No. in Bid	Comments of Bidder

f. AMENDMENT OF BID DOCUMENTS

1. The Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify bid documents by amendments prior to the date of submission of Bids with due notification to the prospective bidders. Amendments, if any, to the tender document will be notified in the <https://www.tenderwizard.com/> BSNL website. It is the responsibility of the vendors who download the tender document to note these amendments and submit tenders accordingly.
2. The amendments shall be notified in writing through E-tender portal to all prospective bidders to the address intimated at the time of purchase of the bid document from the purchaser and these amendments will be binding on them.
3. In order to afford prospective bidders a reasonable time (min 7 days) to take the amendment into account in preparing their bids, the purchaser may, at its discretion, extend the deadline for the submission of bids suitably.
4. Bidders to note that scanned copy of all the relevant documents as listed in section-II of **4A(I), A(II), 4.2 and B** are required to be uploaded on the <https://www.tenderwizard.com/> BSNL Portal and self attested documents are to be submitted to DGM (NWO-NE),BSNL, Flower Bazaar Telephone Exchange Building, 3rd Floor, SPC TAX Building, No.1, NSC Bose Road, Chennai, 600001 , offline in a sealed cover.

g. DOCUMENTS COMPRISING THE BID

The bid prepared by the bidder shall ensure availability of the following components:

- (a) Documentary evidence establishing that the bidder is eligible to bid and is qualified to perform the contract if its bid is accepted in accordance with the bidders eligibility and Qualifications.
- (b) Bid Security furnished in accordance with Section II –Clause 2b(iii).
- (c) A Duly completed Bid form and Financial bid

h. BID FORM

The bidder shall complete the bid form and appropriate Price Schedule furnished in the Bid Document.

3. General requirement

3.1. BSNL CHTD intends to contract infrastructure maintenance services as per Annexure-C at selected telecom sites in DGM (NWO-North East) and DGM (O&M) Kalmandapam areas including rural areas of Thiruvallur District (Ponneri and Gummidipoondi) of CHTD. These may be required for different time frames at different installations as per requirement (Annexure E). Contractors need to bid for the provision of all services at all sites..

4. Eligibility Requirements

On-line Submissions (Technical Bid envelope and Financial Bid/Price Bid envelope) :

The entire bid-submission would be online on the portal of M/s ITI Limited <https://www.tenderwizard.com/BSNL>. Broad outline of submissions are as follows:

A. Technical Bid envelope

I. Submission of Mandatory documents:

- a) Digitally signed copy of Tender Document (71 pages), Corrigendum and Addendums.
- b) Scanned copy of DD - Bid Security.
- c) Scanned copy of DD – Tender document fee.
- d) Document proof of having experience as per Section II –Clause 2b(i) of this section.
- e) Request for claiming exemption of Bid security & tender document fee and Proof in respect of valid certification from NSIC for the tendered item/work.

II. Submission of Eligibility documents:

4.1. The contractor/ bidder must have minimum of two years experience in the field and have a turnover of not less than Rs 1 Crore per year during FY2014-2017

4.2. List of Documents for eligibility requirement as mentioned below :-.

- i) Application form (Annexure-A)
- ii) Declaration regarding no close relative working in BSNL (Annexure-B)

- iii) Bidders should be registered with appropriate authorities under Employees Provident Fund and Employees State Insurance Acts / GST Registration (if applicable). Relevant copies (Self attested) of all the documents may be enclosed.
- iv) Self attested Copy of PAN certificate & copy of IT Return for the FY 2013-14, FY 2014-15 and FY 2015-16.
- v) The turn over of the company/contractor as required in eligibility criteria to be issued /certified by a Chartered Accountant/Auditor along with latest audited annual reports of the company (ie. Profit & loss statement, Balance sheet) income tax clearance certificate
- vi) Proof of experience for having done similar works for two years during the financial year 2014 to 2017 .
- vii) Duly signed “Declaration that no additions / deletions / corrections have been made in the downloaded e-tender document being submitted and it is identical to the e-tender document appearing on e-tender Portal”.
- viii) Certificate of incorporation wherever applicable.
- ix) Article of Memorandum of Association or partnership deed or proprietorship as the case may be wherever required.
- xi) In case of limited Company or partnership firm, the authorization of competent authority or power of attorney for signing the EOI document, bid, agreement etc.
- xii) Self attested Copy of Labour Licence .
- xiii) The whole EOI document, signed page by page either by the contractor or his authorized signatory for page by page compliance of the EOI document and terms and conditions. Bidder shall furnish a clause-by-clause compliance on the BSNL's all terms and conditions of this bid and clarifications if any. A bid without clause-by clause compliance shall not be considered for evaluation and will be summarily rejected.
- xiv) For the purpose of compliance to be furnished, the bidder shall sign on each and every page along- with the seal of the company.
- xv) Tenderer’s profile duly filled in as given in the EOI document.
- xvi) Declaration as per Annexure – G
- xvii) Solvency Certificate : . Solvency certificate in Original, not older than the date of issue of NIT, from the banker of the Tenderer, shall be submitted for Rs. 5,00,000 (Rupees Five lakhs) .

B. Financial Bid (Price Bid) as per the format in Annexure F.

All the above said documents mentioned at 4A (I), A (II), 4.2 and B are to be uploaded online.

C. Offline Submissions (physical document submission) :

The bidder is requested to submit the following documents :-

- (i) Tender Document along with EMD /Bid Security, Tender document fee and the list of all documents for eligibility requirement in One cover(Technical bid)
- (ii) Financial bid in another cover.

The above two sealed covers are to be put together in the third Main outer envelope and

Signature of the Bidder with Seal

WAX sealed and addressed to DGM(NWO – NE) BSNL, Chennai Telephones, FBR Telephone Exchange , 3rd Floor, SPC TAX Building , No 1, NSC Bose Road, Chennai 600 001 on or before, the date and time of submission of bids as specified in the NIT. The envelope shall bear (Name of the Work), the tender number and the words ‘DO NOT OPEN BEFORE’ (due date & time) as mentioned in the tender document.

5. PERIOD OF VALIDITY OF BIDS

- 5.1 Bid shall remain valid for a period 180 days. A bid valid for a shorter period shall be rejected by the purchaser being non-responsive.
- 5.2 In exceptional circumstances, the purchaser may request the consent of the bidder for an extension to the period of bid validity. The request and the response thereto shall be made in writing. The bid security provided shall also be suitably extended. The bidder may refuse the request without forfeiting its bid security. A bidder accepting the request and granting extension will not be permitted to modify its bid.

6. FORMAT AND SIGNING OF BID

- 6.1 The bidder shall submit his bid, online, complying all eligibility conditions, other terms and conditions of tender document to be read along with the clarifications and amendments issued in this respect.
- 6.2 The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the bidder in which case such corrections shall be signed by the person or persons signing the bid. All pages of the original bid, except for un-amended printed literatures, shall be digitally signed by the person or persons signing the bid.
- 6.3 **Power of Attorney**
 - (a) The power of Attorney should be submitted and executed on the non-judicial stamp paper of appropriate value as prevailing in the concerned states(s) and the same be attested by a Notary public or registered before Sub-registrar of the state(s) concerned.
 - (b) The power of Attorney be executed by a person who has been authorized by the Board of Directors of the bidder in this regard, on behalf of the Company/ institution/ Body corporate.
 - (c) In case of the bidder being a firm, the said Power of Attorney should be executed by all the partner(s) in favour of the said Attorney.
 - (d) Attestation of the specimen signatures of authorized signatory by the Company’s/ firm’s bankers shall be furnished. Name, designation, Phone number, mobile number, email address and postal address of the authorized signatory shall be provided.

7. SEALING AND MARKING OF BIDS

7.1 The bid should be submitted as per Section II, Clause – 4, of tender information.

7.1.1 The bids are called under **Single Stage Bidding & Two Envelope System**.

7.1.2 The bid should be submitted on-line using two envelopes methodology.

The First envelope will be named as **Techno-commercial bid**. This envelope will contain documents of bidder's satisfying the eligibility / Technical & commercial conditions with Bid Security and tender document fee. Second envelope will be named as Financial bid containing Price Schedule as per Annexure F.

Bid sealing is done electronically by encrypting (encryption if applicable), each bid part with a symmetric pass phrase, if applicable in the portal, by the bidders himself.. Both the envelopes should be sealed separately and further kept in a single main envelope under the personal seal/ Digital Signature of the bidder

The off-line submission envelopes shall be addressed to the purchaser inviting the tender as given below:

DGM (NWO- NE), O/o General Manager (NORTH)
BSNL, Chennai Telephones, Flower Bazaar Telephone exchange Complex,
3rd Floor, SPC TAX Building, NSC Bose Road, Chennai 600 001
Telephone No. 044-25386433; Fax No.25363837

If the envelopes are not sealed and marked as required, the bid shall be rejected.

8. Evaluation Criteria

8.1. BSNL, CHTD will consider issue of Letter of Intent (LOI) to the lowest bidder amongst those who meets the eligibility requirements as mentioned in Clause 4 and agreeable to all terms and conditions. The bidder shall give the acceptance within 14 days of issue of LOI and furnishes Performance Security as mentioned in Section –II, clause 2b(iv) and sign the contract with BSNL. The signing of contract shall constitute the award of the contract on bidder.

8.2. .The work will be awarded to the lowest tenderer only. However BSNL may award the work to more than one tenderer also. In that case BSNL proposes to limit the maximum number of selected bidders up to two only. BSNL is having full discretion to distribute the sites among the successful bidders in the ratio of **60%:40%**. The discretion of BSNL is final and non-negotiable.

8.3. The L-1 rate approved by the BSNL shall be the rate at which work orders shall be placed by the BSNL on the next bidder in the order of L2, L3 and so on. If the counter offer of the lowest bidder is accepted by next bidder in the order of L2, L3 and so on as per the requirements. In case the other bidders are not willing to provide the service at L-1 rate, BSNL reserves the right to award the full work to the L-1 Bidder. **If there are more than one bidder at L1 rates, all L1 bidders will be allotted work equally.**

However the decision of PGM North, BSNL CHTD, in this regard is final and binding on all the bidders.

8.4 After award of contract to the Approved bidders the officer designated by the competent authority shall issue work orders for commencement of the work

9. Agreement period

9.1. The agreement shall be valid for a period of one year and will be extended further up to a period of one year in step of six months but not more than a year on the same approved rates and terms and conditions of the contract on mutually agreed condition, subject to satisfactory performance during the previous period by the contractor.

10. Right

10.1. BSNL, CHTD reserves the right to reject any application/ EOI for any reason, without assigning any reason and liability, the information provided by the contractor gathered by BSNL shall become BSNL's property even if application is rejected and can be used by BSNL in any manner, it deem fit.

10.2. The EOI can be modified/ withdrawn at any time without any information or notice to anyone.

10.3. The decision of BSNL will be final and binding on all the bidders.

10.4 BSNL reserves right to place letter of intent to the willing and eligible bidders of other zones, where there is no bidding/eligible bidders in this tender

11. Responsibilities of Contractor

11.1. The contractor shall be responsible for provision of the services as per Annexure C at the site premises during the service timings specified for each site. The sites will be classified by BSNL Ch T D into two categories (A and C). Annexure D lays out the services required at each type of site. At each site, the services may be required in one, two , three or four standard eight hour shifts. The proposed no. of EOI Personnel required is provided in Annexure D. On Sundays / Holidays, the Services are to be maintained for 24 hours in respect of Offices/ Telephone Exchanges where two persons are employed. However the Competent Authority can decide to change these timings as per local conditions. The requirement of services will be provided by BSNL CHTD as per Annexure E. The contractor shall also provide reliever to its employees on National Gazetted Holidays / Sundays / Weekly off or any employee on leave.

The contractor shall immediately provide a substitute in the event of any person leaving the job due to his / her personnel reasons. The delay by the agency in providing a substitute beyond

3 working days shall attract liquidated damages at Rs.200/- per day (per such case) on the service providing agency, besides deduction in payment on pro-rata basis.

11.2. This clause is applicable only for sites requiring services as specified in Items 5, 6 or 7 as per Annexure C. The contractor's representatives shall be responsible for calling the concerned officer in charge for the telecom site both at the time of the starting as well as end of duty from the site. At any point if the contractor's representatives fail to do so, 5% of the monthly contract amount of that site will be deducted from their payment for every instance of such negligence on their part.

In addition, if during any visit, the contractor's representatives are not found to be present at the time of duty, 10% of the monthly contract amount will be deducted from their payment for every instance of such negligence on the part of the contractor.

11.3. For all telecom sites for which the contract has been given to the contractor, BSNL reserves the right to monitor the provision of services at any time through visits to the site. In case the service provided by the contractor is not found satisfactory, 10% of the monthly contract amount for that site will be deducted from their payment for every instance of such negligence on the part of the contractor.

12. Inspection

12.1. BSNL, CHTD shall have the right to cause an examination of the work and the final bills of the contractor including all supporting vouchers, abstract etc. to be made after payment of the final bill and if as a result of such audit and technical examination any sum is found to have been overpaid in respect of any work done by the contractor under the contract or any work claimed by him to have been done by him under the contract and found not to have been executed, the contractor shall be liable to refund the amount of over payment and it shall be lawful for BSNL to recover the same from him through the Performance Security or future bills.

13. General Terms and Conditions:

13.1. Commercial Terms & Conditions

13.1.1. BSNL, CHTD reserves the right to disqualify such bidders who have a record of not meeting contractual obligations against earlier contracts entered into with the BSNL. Regular defaulters in making payments to labourers in the previous contracts will not be considered.

13.1.2. The BSNL, CHTD reserves the right to block list a bidder for a suitable period in case he fails to honour his bid without sufficient grounds.

13.1.3. The BSNL,CHTD reserves the rights to counter offer price(s) against price(s) quoted by any bidder.

13.1.4. BSNL,CHTD also reserves the right to award the work amongst more than one bidder. but it will be restricted to maximum 2 only as specified under clause 5.2 and 5.3

13.1.5. Any clarification issued by BSNL, in response to query raised by prospective bidders shall form an integral part of bid documents and it may amount to amendment of relevant clauses of the bid documents.

13.1.6. The BSNL,CHTD reserves the right to change the terms, if any warrants, with 30 days prior notice.

13.1.7. The BSNL, CHTD reserves the right to withhold or delay the payment for the contractor in case of any pending disputes.

13.1.8. In the event of any question, dispute or difference arising under this agreement or in connection there-with (except as to the matters, the decision to which is specifically provided under this agreement), the same shall be referred to the sole arbitrator appointed by BSNL, CHTD.

13.1.9. BSNL's decision will be final on all matters relating to the business and will be binding on the contractor.

13.1.10. It will be BSNL's endeavour to make the payment to the contractors as per the schedule, however this may stretch beyond the scheduled time only in case of delays in getting claims from the contractors or in case of incorrect claims.

13.1.11. The payment to the contractors will be made through a cheque / ECS / NEFT after deducting applicable taxes.

13.1.12. While submitting the monthly bills to the Authority, the Agency shall also render documentary evidence each month from Bank such as Transaction numbers of NEFT/RTGS/ECS etc., of receipt of Monthly payment of Minimum Wages to the deployed workforce and proof of payment such as copies of challans of remittance of Provident Fund / ESI / Bonus contributions to the deployed workforce made by the Agency, failing which the payment of the bill will be withheld by the Authority until such compliance. The Agency shall duly comply with all Acts, Laws including Minimum Wages Notification, Payment of Bonus Act 1965, Contract Labour (Regulation and Abolition) Act, 1970 or other statutory rules, regulations, bye-laws as applicable or which might be applicable from time to time

13.1.13 All contractor's representatives will report to competent Authority through the nodal officer appointed by Competent Authority.

13.1.14. All present, future & additional taxes /Levies/ duties etc. that may be levied by the govt. /Local authorities etc. will be borne by the contractors.

13.1.14. The contractor's representatives shall comply with all applicable laws, bye Laws, rules, regulations, orders, directions, notifications etc of the Govt./ Court/Tribunals and shall also comply with all directions issued by BSNL and provide BSNL with all information and cooperation that BSNL may reasonably require from time to time.

13.1.16. The contractor's representatives have to fully cooperate with BSNL to investigate any complaint from the public/staff.

13.1.17. The contractor shall ensure provision of necessary safety devices tools / kits etc., required for discharge of services as mentioned in Annexure C at his own cost and shall recoup the same from time to time.

13.1.18. Contractor shall be liable for all payments of wages, Salary etc to its employees & shall comply with all statutory laws, rules, relating to employment, wages, EPF, ESI, Bonus, ID act etc.

13.1.19. The Contractor shall be liable for any theft, sabotage etc. of BSNL property and the damages/losses if any will be recovered from the contractor. The contractor shall report any such incident to the site in charge of BSNL immediately.

13.1.20. A. The Contractor agrees to protect, defend, indemnify and hold harmless BSNL and its employees, officers, directors, agents or representatives from and against any and all liabilities, damages, fines, penalties and costs (including legal costs and disbursements) arising from or relating to.

a) Any breach of any statute, regulation, direction, orders or standards from any governmental body, agency, telecommunications operator or regulator applicable to such party; or

b) Any breach of the terms and conditions in this agreement by Contractor

This clause shall survive even on the termination or expiry of this agreement.

13.1.21. BSNL Shall not be liable for any act of commission or omission of any third party.

13.1.22. The Contractor's representatives will have to abide by the policy rules, regulations & instructions of BSNL as revised/modified from time to time, without any prior notice to the Contractor in respect of all matters including security deposit / Performance security, payment to the contractor etc.

13.1.23. The Contractor will be bound by all the aspects and legal issues relating to the labour laws.

13.1.24 All conditions relating to & specified in the Contract Labour (Regulation & Abolition) Act, 1970 including wages & payment of wages, Welfare & Health of Contract Labourers, Labour records (Register for workers, Wage Register etc), Licensing of Contractor, Penalties & Procedures, Miscellaneous items etc shall be strictly adhered to by the contractor

13.1.25 The EOI Personnel deployed by the contractors are to be paid by the contractor applicable fair wages for their working hours in accordance with the minimum Wages Act orders issued from time to time by the Government. The payment of applicable fair wages to the workers as per the Act along with other benefits to the workers like Bonus, ESI, Gratuity, EPF etc., are complete responsibility of contractor. No child labour should be deployed

13.1.26 The contractor shall take out the ESI, EPF etc as required by law & undertake to indemnify & keep indemnified the BSNL from & against all manners of claims and demands & losses and damages & cost charges and expenses that may arise in regard the same or that the BSNL may suffer or incur with respect to and/or incidental to the same

13.1.27 The Contractor is governed by the Workman's Compensation Act in case of any claim by the workers engaged by him/her/firm. The Contractor shall indemnify the BSNL of all claims made by the workers of contractor.

13.1.28. The contractor shall pay Bonus as per the Bonus Act and as per statutory provisions in vogue to its employees each year from his / her / their profits. BSNL will not share any amount in this regard. Also, the contractor shall be responsible for maintaining of the following register / records required to be maintained under various labour laws.

- 1) Register of Attendance / Muster Roll
- 2) Register of Wages
- 3) Register of Fines
- 4) Register of Wage slips
- 5) Register of leaves / Absentees

13.1.29. The persons deployed should be physically fit having good vision without colour blindness who shall not be more than 58 years (Fifty eight years) of age to handle all the services mentioned in Annexure – C.

13.1.30 : Payment of Minimum Wages to the Contract workers:

a. The wages will be at the prevailing minimum rates of wages for Watch & Ward without arms under unskilled workers **as fixed by Ministry of Labour and Employment** and communicated by the Deputy Chief Labour Commissioner (Central), Shastri Bhavan, Chennai-600 006 from time to time shall be applied for wages and have to be paid to the contract labourers for the actually worked days where the contract labour is engaged and the contract workman shall not be paid any wages on the weekly days of rest and on non-deployment due

to personal reasons of the contract workmen and the minimum rate of wages shall be paid as per the orders of the Deputy Chief Labour Commissioner, Chennai in this regard and hence there is no payment separately for weekly off days. The minimum wages to be paid by the contractor will be communicated by BSNL CHENNAI TELEPHONES to the contractors in writing. As and when there is any change in the minimum wages, consequent to the revised orders from the concerned authorities or consequent to reclassification of any of the areas, the revised rates applicable will be communicated in writing by BSNL, Chennai Telephones to the contractors, mentioning the date from which the revised rates will be applicable.

b. The contractor should immediately implement the payment of the revised rates as instructed by BSNL and claim the difference amount from BSNL in the subsequent bill. There will be no change in the service charges consequent to any change in minimum wages that may arise during the contract period.

c. The contractor shall pay the Bonus as per the Bonus Act for the labourers each year from his/her/their profits. The Bonus has to be paid by the contractor and BSNL CHENNAI TELEPHONES will not make any payment towards Bonus separately.

14. Financial Bid Evaluation

14.1.1 The bidder has to quote percentage of service charge for the services to be provided per shift per day per person. Service charge to the contractor is calculated in his offered and accepted Percentage to the Prevailing Monthly Wage (Minimum Wage + VDA) as on 01.04.2017. i.e., Rs. 653/- for Area A and Rs. 506/- for Area C.

Service Charge quoted will remain fixed throughout the period of contract including the extension period and it will not change even if the Basic / DA is revised by the Ministry of Labour & Employment, Govt of India.

This is shown in Annexure “F”. Bids will be evaluated on the basis of Lowest percentage of service charge i.e. the bidder (amongst all the qualified bidders) who quotes the lowest percentage of service charge will be considered as L1.

14.1.2 The service charge rate (in percentage) shall be quoted in words and figures. If there is difference between words and figures, the amount in words shall prevail. The over writings/corrections/ erasures in the bid made by the bidder shall be attested by the persons signing the bid with full signature. Unattested correction in the rate quoted will make the tender liable for rejection.

14.1.3 The service charge quoted by the bidder shall remain fixed during the entire period of contract including the extended period if any and shall not be subject to variation on any account. Bid submitted with an adjustable rate quotation will be treated as non-responsive and rejected.

14.2. After awarding of the contract, BSNL reserves the right to add / delete sites where the services are required. It also reserves the right to increase/decrease the number of shifts where the services are required. In case of any post changes in sites, shifts etc. the rates quoted in the financial bid F will be used to determine the payments made to the contractor.

15. RIGHT TO VARY QUANTUM OF WORK:-

15.1 BSNL, Chennai Telephones shall have the right to increase or decrease the number of sites, up to 25% of the total requirement without any change in the percentage of service charge approved or other terms and conditions at the same time of awards of contract or during the operation of agreement.

BSNL also reserves the right for placement of additional order or up to 50% of the additional quantities of services contained in the running tender/ contract within a period of contract at the same rate or a rate negotiated (downwardly) with the existing vendors considering the reasonability of rates based on prevailing market conditions and the impact of reduction in duties and taxes etc and supplies to be obtained within delivery period scheduled afresh.

In exceptional situation where the requirement is of an emergent nature and it is necessary to ensure continued supplies from the existing vendors, the purchaser reserves the right to place repeat order up to 100% of the quantities of services contained in the running tender /contract within a period of contract at the same rate or a rate negotiated (downwardly) with the existing vendors considering the reasonability of rates based on prevailing market conditions and the impact of reduction in duties and taxes etc. Exceptional situation and emergent nature should be spelt out clearly detailing the justification as well as benefits accrued out of it and loss incurred in case this provision is not invoked and approved by the authority competent to accord administrative and financial approval for the procurement calculated on the basis of total procurement i.e. initial and proposed add-on quantity.

16. Issue of Uniforms:-

Uniforms to the EOI Personnel are to be supplied by the contractor only

17. Payment Terms & Conditions:-

17.1

a) The Contractor shall prepare a bill for the month in triplicate. The bill should invariably accompany the following. It shall be the responsibility of the controlling officer to ensure that all the requirements are fulfilled at the time of certifying the bill. The countersigning authority shall check that all the documents mentioned below are invariably attached to the bill before countersigning.

- (b) Attested copy of attendance sheet for the month
- (c) Attested copy of the muster roll / wages paid indicating receipt of payments by each worker duly countersigned by the controlling officer of having disbursed the said amount in his presence / Salary Statement.
- (d) Attested copies of list of workers (attested copies) engaged against the work order each month.
- (e) The attested copy of receipt towards payment of GST pertaining to the previous month
Attested copies of authenticated documents of payments of such contribution to EPF / ESI / Bonus etc along with list of workers indicating the EPF /ESI Code, amount etc., against each EOI (beneficiary) for the previous month / quarters.
- (f) Copy of work order issued by the competent authority
- (g) Attested copies amount of EPF contribution (Both employees and employer's) for the duration of engagement of question paid to EPF authority
- (h) Attested copies Declaration regarding compliance of the EPF ACT 1952 along with the ESI Scheme
- (i) Working satisfactory report

17.2 Appropriate % of Income TAX will be deducted from the bill depending upon the statutory requirement

17.3 Payment will be made through ECS / NEFT

18. BSNL'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

BSNL-CHENNAI TELEPHONES reserves the right to accept or reject any Bid and to annul the bidding process and reject all Bids, at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected Bidder or Bidders on the grounds for BSNL's action.

The information provided by the contractor gathered by BSNL CHTD shall become BSNL CHTD's property even if application is rejected and can be used by BSNL CHTD in any manner, it deem fit. The EOI can be modified/withdrawn at any time without any information or notice to anyone. The decision of BSNL CHTD will be final and binding on all the bidders.

19. ISSUE OF LETTER OF INTENT

- 19.1 The issue of letter of intent shall constitute the intention of BSNL to enter in to the contract with the Bidder. Letter of Intent will be issued as offer to the successful Bidder.
- 19.2 The Bidder shall within 14 days of issue of letter of intent, give his acceptance along with performance security in conformity with Clause-2b(iv).4, Section-II provided with the Bid Documents.

20. SIGNING OF AGREEMENT

20.1 The agreement shall be valid for a period of one year and will be extended on the same approved rate and terms and conditions of the Tender, in step of Six months but not more than a year on mutually agreed condition, subject to satisfactory performance during the previous period by the contractor.. The signing of Agreement shall constitute the award of contract on the Bidder. The Agreement with the successful Bidder shall be signed by **BSNL-CHENNAI TELEPHONES** within a week of submission of Performance Security.

20.2 As soon as the Tender is approved by the Competent Authority, the Bid Security deposited by the successful Bidder shall be compulsorily converted in to the Performance Security Deposit. The Security Deposit paid either in the form Demand draft or in the form of Performance Bank Guarantee, will be effective from the date of awarding the tender shall be refunded to the Contractor after satisfactory completion of the tendered work in all respects (including settlement of all bills) and after expiry of the prescribed warranty or guarantee or any other such future period prescribed in the tender and after deducting any money due to BSNL from the Contractor on any account including liquidated damages levied or, loss or damage suffered by BSNL on its assets or stores or reputation due to omissions and commissions on the part of the Contractor or due to any reason attributable to the deeds or misdeeds of the Contractor.

21. ANNULMENT OF AWARD

Failure of the successful Bidder to comply with the requirement of Clause-19 shall constitute sufficient ground for the annulment of the award and forfeiture of the Bid Security, in which event, **BSNL-CHENNAI TELEPHONES** may make the award to any other Bidder at the discretion or call for new Bids.

22. REJECTION OF BIDS

22.1 While all the conditions specified in the Bid documents are critical and are to be complied, special attention of bidder is invited to the following clauses of the bid documents. Non-compliance of any one of these shall result in outright rejection of the bid.

- a) The bids will be rejected at opening stage if Bid security is not submitted and bid validity is less than the period of 240 days
- b) If the eligibility condition is not met and / or documents prescribed to establish the eligibility, are not enclosed, the bids will be rejected without further evaluation.
- c) Annexure F Price Schedule: Prices are not filled in as prescribed in price schedule.

23 The authenticity of all the documents enclosed with the tender bid of the responsive/approved bidders can be verified by the BSNL at any time from the date of opening of the Technical Bid and till the completion of work. At any stage, if the document on verification is found to be forged, the bid will be cancelled/terminated at bidder's risk and cost and the EMD/Security deposited by the bidder will be forfeited. All the documents submitted should be valid on the date of submission of bid.

24. NEAR-RELATIONSHIP CERTIFICATE

24.1 The bidder should give a certificate that none of his/ her near relative, as defined below, is working in the units where he is going to apply for the tender. In case of proprietorship firm certificate will be given by the proprietor. For partnership firm certificate will be given by all the partners and in case of limited company by all the Directors of the company excluding Government of India/ Financial institution nominees and independent non-Official part time Directors appointed by Govt. of India or the Governor of the state and full time Directors of PSUs both state and central. Due to any breach of these conditions by the company or firm or any other person the tender will be cancelled and Bid Security will be forfeited at any stage whenever it is noticed and BSNL will not pay any damage to the company or firm or the concerned person.

24.2 The Company or firm or the person will also be debarred for further participation in the concerned unit.

24.3 The near relatives for this purpose are defined as:-

(a) Members of a Hindu undivided family.

(b) They are husband and wife.

(c) The one is related to the other in the manner as father, mother, son (s). & Son's wife (daughter in law), Daughter(s) and daughter's husband (son in law), brother(s) and brother's wife, sister(s) and sister's husband (brother in law).

24.4 The format of the certificate is given in Annexure -B.

25. VERIFICATION OF DOCUMENTS AND CERTIFICATES

The bidder will ensure that all the documents and certificates, including experience/ performance and self-certificates submitted by him are correct and genuine before enclosing them in the bid. The onus of proving genuineness of the submitted documents would rest with the bidder.

If any document/ paper/ certificate submitted by the participant bidder is found / discovered to be false / fabricated / tempered / manipulated either during bid evaluation or during award of contract or thereafter, then the Purchaser will take action as per Clause-23.

26. Security Clause as per latest guidelines and requirement

Mandatory Licensing requirements with regards to security related concerns issued by the Government of India from time-to-time shall be strictly followed.

27. Cancellation of Tender:

During the currency of the contract if the services provided are found to be unsatisfactory or for any other reasons the competent authority reserves the right to terminate/cancel the contract and in that event the tenderer will be held liable for payment of all monetary losses / damages that may arise /caused thereof. Acceptance of the tenderer rests with the PGM North CHTD and his decision in this regard is final. The Pr. General Manager North reserves the right to terminate the services of any or all workmen supplied by the tenderer by giving a notice of 15 days. The tenderer is advised to make necessary preparation arrangements immediately after reaching an agreement in this connection start providing services from the stipulated date without fail and the said date shall not be extended under any circumstances. The failure of tenderer to start providing the services on the above stipulated dates will be treated as breach of contract and liable for cancellation of tender.

28. DEMISE OF THE CONTRACTOR BEFORE FULFILLING THE CONTRACT:

28.1 Without prejudice to any of the rights or remedies under this contract, if the Contractor expires, the contract will be terminated without forfeiting the Security Deposit to the 'BSNL' or any compensation to the Contractor, which does not amount to Breach of the contract. Any amount payable to the 'BSNL' under this contract shall be recoverable from any payment due to him or from the Security Deposit.

28.2 Contractor's legal heirs/representatives shall not without the consent in writing of the Officer-in- Charge, have the right to continue to perform the duties or engagements of the Contractor or under the contract, in case of his death. In all cases proof of death and other relevant documents to this effect shall be submitted to the Officer-in-charge in writing.

Application Form to be submitted with EOI
Clause by Clause Compliance

Name of the Contractor :

Address for correspondence :

I,....., authorized signatory of the contractor M/S....., certify that I fully agree and comply with all the clauses and sub-clauses of the Tender document containing a total of 71 pages and Annexure A, B, C, D, E-I, E-II, F, G, H, I, J & K available with this EOI document.

(Signature of the authorized signatory)

(With seal and contact numbers)

Dated-----.. at -----.

Note: The bidder while submitting the bid should sign all the pages of the EOI document consisting of terms and conditions and draft of agreement and enclose the same with this Annexure.

Format of Certificate regarding close relatives working in BSNL

(To be submitted by all the Directors of the Company)

I _____ s/o _____ r/o _____ here by certify that none of my relative(s) as defined under is/are employed in BSNL unit for which I am bidding..

In case at any stage, it is found that the information given by me is false / incorrect, BSNL shall have the absolute right to take any action as deemed fit/without any prior intimation to me.

The near relatives for this purpose are defined as:-

a) Members of a Hindu undivided family.

b) They are husband and wife.

c) The one is related to the other in the manner as father, mother, son(s) & son's wife (daughter in law), Daughter(s) and daughter's husband (son in law), brother(s) and brother's wife, sister(s) and sister's husband (brother in law).

Dated this _____ Day of _____ 2017

Signature: _____

Services to be provided by the contractor or his/ her representatives

1. Re-fuelling of diesel in DG sets and maintaining log book of diesel refueling. (The contract for supply of diesel on site shall be separate and is not part of this contract).
2. Starting/ stopping of the DG set in case of power failure and auto start up failure and making entries in the log book.
3. Switching on and switching off of ACs.
4. Cleaning of power plant, DG battery, fire fighting equipment, other equipment at site
5. Answering of telephone, noting of complaints and passing information immediately to specified competent authority.
6. Ensuring that the property of BSNL is not tampered with; Custodianship of site with control of Keys will be provided to the contractor during the time of infrastructure maintenance. Movement of any material from the site is to be allowed only with a written permission of site in charge.
7. Restricting access to the site for un-authorized persons and opening & closing of gate as and when required
8. Keeping exchange/office premises in hygienic conditions.
9. Informing BSNL officer in charge Exchange/ BTS about any alarm/ fault message immediately.
10. Help in testing of fire alarm, fire fighting equipment etc., when desired by officer in charge
11. Running water pump (if any) as and when required.
12. Watering the plants (if any) as and when required.
13. Any other works that may be incidental and related to proper up keep of the telecom site.

Classification of services required at each category of site

Category of Site	**Services required
A - Urban Site *	1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13
C - Rural Site	1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13

***Sites with equipment/equipment with office in the same building**

****Services may be chosen depending upon site requirement by the officers concerned.**

Annexure –D

Details of services to be provided for each site is given below:

NAME OF THE UNIT	DGM ZONE	CATEGORY A/B/C	NO.OF PERSONS REQUESTED IN A DAY
BROADWAY RSU	NORTH EAST	A	2
WALLTAX RD	NORTH EAST	A	2
VALLALAR NAGAR	NORTH EAST	A	2
PERIAMET	NORTH EAST	A	2
OLD SECRETARIAT	NORTH EAST	A	2
FLOWER BAZAAR T/E BLDG.,	NORTH EAST	A	3
FBR CSC	NORTH EAST	A	1
HARBOUR TELE EXCH	NORTH EAST	A	3
CTO BUILDING	NORTH EAST	A	3
KALMANDAPAM T/E BUILDING	KALMANDAPAM	A	3
NETHAJI NAGAR RSU	KALMANDAPAM	A	2
NEW WASHERMANPET RSU	KALMANDAPAM	A	2
KALADIPET RSU / CSC	KALMANDAPAM	A	2
ENNORE RSU.CSC.BTS	KALMANDAPAM	A	2
JOTHINAGAR RSU /BTS	KALMANDAPAM	A	2
KATHIVAKKAM RSU, BTS	KALMANDAPAM	A	2
MANALI RSU BTS	KALMANDAPAM	A	2
MANALI NEW TOWN RSU	KALMANDAPAM	A	2
PONNERI RSU BTS,	KALMANDAPAM	C	2
MINJUR RSU	KALMANDAPAM	C	2
VELLA VOYAL CHAVADI RSU/BTS	KALMANDAPAM	C	3
SURAVARI KANDIGAI YARD/BTS	KALMANDAPAM	C	3
GUMMIDIPOONDI TELEPHONE XGE	KALMANDAPAM	C	3
URBAN	CATEGORY 'A'		39
RURAL	CATEOGTY 'C'		13
	TOTAL		52

ADDRESS OF THE SITES :

NAME OF THE UNIT	DGM ZONE	ADDRESS	CATEGORY A/B/C
BROADWAY RSU	NORTH EAST	114, PIDARIAR KOIL ST, CH-1	A
WALLTAX RD	NORTH EAST	22, BASIN WATER WORKS ST, CH-79.	A
VALLALAR NAGAR	NORTH EAST	1, CHIDAMBARA NGR 5TH LANE, CH-21.	A
PERIAMET	NORTH EAST	32-B, NAVAL HOSPITAL ROAD , PERIAMET , CHENNAI - 600 003	A
OLD SECRETARIAT	NORTH EAST	First Line Beach Road, Chennai	A
FLOWER BAZAAR TELE EXCH BLDG.,	NORTH EAST	NO. 1, NSC BOSE ROAD, CHENNAI-1	A
FBR CSC	NORTH EAST		A
HARBOUR TELE EXCH	NORTH EAST	NO. 7, JAFFER SERANG STREET, CHENNAI-1	A
CTO BUILDING	NORTH EAST	II LANE BEACH, CHENNAI – 600001.	A
KALMANDAPAM TELEPHONE EXCHANGE	KALMANDAPAM	KALMANDAPAM TELEPHONE EXCHANGE, 21 GA RD, CHENNAI 600021	A
NETHAJI NAGAR RSU	KALMANDAPAM	14A & 16, NETHAJI NGR 1ST ST, TONDIARPET, CH-81.	A
NEW WASHHERMANPET RSU	KALMANDAPAM	85-A, T H RD, KALADIPET, CH-19	A
KALADIPET RSU / CSC	KALMANDAPAM	85-A, T H RD, KALADIPET, CH-20	A
ENNORE RSU.CSC.BTS	KALMANDAPAM	404, T H RD, CH-19	A
JOTHINAGAR RSU /BTS	KALMANDAPAM	27, JOTHI NGR 4TH ST,CH-19	A
KATHIVAKKAMRSU,BTS	KALMANDAPAM	MUNICIPAL BLDG, KATHIVAKKAM, ENNORE, CH-57.	A
MANALI RSU BTS	KALMANDAPAM	475, KAMARAJAR SALAI, MANALI, CH-68	A
MANALI NEW TOWN RSU	KALMANDAPAM	99/5, MMDA, MANALI NEW TOWN, CH-103	A
PONNERI RSU BTS,	KALMANDAPAM	TELE.EXGE.BLDG, NEW CAR ST, PONNERI, 601204	C
MINJUR RSU	KALMANDAPAM	46, VELLALAR ST, MINJUR, 601203.	C
VELLA VOYAL CHAVADI RSU/BTS	KALMANDAPAM	VELLA VOYAL CHAVADI TELEPHONE EXCHANGE PHINES GROUPS MINJUR 601203	C
SURAVARI KANDIGAI YARD/BTS	KALMANDAPAM	SURAVARI KANDIGAI TELEPHONE EXCHANGE GUMUDIPOONDI RSU PIN 60121.	C
GUMMIDIPOONDI TELEPHONE XGE	KALMANDAPAM	SIPCOT TELEPHONE EXCHANGE GPD	C

Shift timings will be decided by the field officer concerned.

Proposed Shift timings:

Shift 1	6 am to 2 pm	PROPOSED SHIFT TIMINGS FOR TWO PERSONS
Shift 2	2 pm to 10 pm	
Shift 3	10 pm to 6 am	
Shift 4	10am to 6 pm.	
Shift 5	6 pm to 2 am	
Shift 6	2 am to 10 pm	

Shift 4 will be taken into consideration if necessary. (Note The service timings of shifts can be modified if needed, by the Divisional Units, depending upon local condition)

I hereby agree to provide all services as per (ANNEXURE- C) for all sites as per Annexure D and have accordingly quoted the rate in the Financial Bid

Signature of the Bidder with Seal

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ANNEXURE - E - I

INFORMATION ABOUT TENDERER(S) - TENDERER'S PROFILE

1	Name of the firm and registered address :	
2	Telephone Number / Mobile:	
3	Whether it is sole proprietary or partnership firm or Pvt. Ltd company.	
4	Name of sole proprietor/ partners: Name of director(s)	
5	Name of the person(s) authorized to enter into and execute the contract agreement and the capacity in which he/she /they is/ are authorised. Enclose authority letter.	
6	Original Power of attorney in case any person other than tenderer himself has signed the tender to be enclosed	
7	Permanent Income Tax Number:	
8	Whether the firm is having branches at more than one place, If so give details.	
9	Attested copies of Income Tax returns for the assessment year 2013-14, 2014-14 & 2014-16	
10	Proof of experience	
11	Details of the EMD submitted	D.D.No: ----- Dtd. Bank: Branch:
12	Any other useful information related to the work	
13	EPF REGISTRATION NO	
14	ESI REGISTRAION DETAILS	
15	GSTIN Number	
16	LABOUR LICENCE DETAILS	

I / We certify that the information furnished by me/ us as above is true to the best of my/ our knowledge.

Place Signature of Tenderer.

Date Seal of Tenderer.

ANNEXURE E - II

ECS MANDATE FORM

1. NAME :
2. ADDRESS :
3. PARTICULARS OF BANK A/C :
- (A) NAME OF THE BANK :
- (B) BRANCH :
- (C) BRANCH ADDRESS :
- (D) MICR CODE :
- (E) A/C NO. :
- (F) A/C TYPE :
- (G) IFSC CODE :

I hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for incomplete information, I would not hold the user institution responsible.

I have read the instruction and agree to discharge the responsibility expected of me as a participant under the scheme.

DATE :

Signature of the authorised signatory
A/C holder / Customer

Signature of the Tenderer

16. Schedule for wages

Minimum Wage, Per person/per shift(8 hours) as prescribed by Min.Lab., Govt. of India, presently(as on 01-04-2017) @ Rs.653/- for Area - A and Rs.506/- for Area C which is inclusive of Basic + VDA . In addition 13.15% EPF Employer contribution per 8 hour shift on Rs.500/- per day (Rs. Five hundred only) shall be paid by BSNL to the contractor on claim on monthly basis. Also, in respect of persons engaged in areas where the scheme of ESI is available, the ESIC at 4.75% shall be reimbursed. EPF should be paid through ECR mode only as per the latest instructions of EPF authorities. Software from EPF authorities should be used for payment of EPF using e payment mode. Proof for payment of EPF / ESI for the workers under the Contractor shall be submitted along with the bill every month.

17. Service charge:

a) Service charge to the Contractor is calculated in his offered and accepted Percentage to the Prevailing Monthly Wage (Minimum Wage + VDA) as on 01.04.2017. i.e., Rs. 653/- for Area A and Rs. 506/- for Area C.

Service Charge quoted will remain fixed throughout the period of contract including the extension period and it will not change even if the Basic / DA is revised by the Ministry of Labour & Employment, Govt of India.

b) Goods & Service Tax

GST at 18 % shall be paid by BSNL to the contractor

FINANCIAL BID FORM

Name of the Tender Applicant:

Address of the tender applicant :

(a) Permanent Address :

(b) Contact address

(c) Telephone No / Cell No.

RATE SCHEDULE:

DESCRIPTION OF THE WORK	Percentage of service charge per shift per day per person [to be quoted in figure and words)	
	In figures	In words
EXPRESSION OF INTEREST FOR MAINTENANCE AND UPKEEP OF PARTS OF ITS TELECOM INFRASTRUCTURE AT SELECTED TELECOM SITES IN DGM (NWO - NORTH EAST AND DGM (O&M) KALMANDAPAM AREAS INCLUDING RURAL DISTRICT OF THIRUVALLUR (PONNERI AND GUMMDIPOONDI)		

Percentage of service charges quoted is with respect to Rs.653/- for Category 'A' sites (Urban) and Rs.506/- for category 'C' sites (Rural)

Note :

Service Charge quoted will remain fixed throughout the period of contract including the extension period and it will not change even if the Basic / DA is revised by the Ministry of Labour and Employment, Government of India

Signatures of the bidder/ His authorized signatory

AGREEMENT

THIS AGREEMENT IS EXECUTED ON the 2017

Between BSNL, (A Govt. of India Enterprises), Chennai telephone District having office at Flower Bazaar Telephone Exchange Complex, 6th Floor, LE Building, 1, NSC Bose Road, Chennai 600001 and represented by Dy. General Manager (NWO) North East (hereinafter referred to as the 'Party of First Part' which expression shall included the legally constituted signatories, assigns, successors and officers duly empowered to execute such agreement) of the first part empowered to execute this agreement.

And _____ having Address at _____ (hereinafter referred to as the Party of Second Part' or Second Part which expression shall included the legally constituted signatories, assigns, successors and officers duly empowered to execute such agreement) of the second part through its _____ empowered to execute this agreement.

Whereas the Party of First Part i.e. Dy General Manager (NWO – NE) BSNL (A Govt. of India Enterprises), CH T D is and

Whereas the Party of First Part has established a high brand through quality services, marketing research, publicity and public relation exercise in relation to telecommunication cellular telephony internet broadband and the said high reputation and goodwill so earned has been and continues to be unique in its area of operation.

Whereas the Party of First Part is running and operating Telecom Networks and due to increase in work pressure and increase in the scale of operations the party of first part intend to distribute non-core activities of general nature to the party of second part. Whereas the Party of Second part desire to own responsibility of/for non-core activities and incidental activities related to proper and suitable functioning of the Telecom Network Premises.

Whereas the Parties agree to that the title / heading / label / title / name / brand / trade-mark /trade-name / design / logo / drawing / blueprint / sign / signal / indication / style / mode in the name and style of "BSNL" shall be exclusive property of party of first part. All compliance of the relevant and applicable law and other statutory provision attracted under such transfer of

non-core activities privilege, right from the party of first part to second part shall be responsibility and liability of the party of first part. And

Whereas the Parties agrees to that the title / heading / label / title / name / brand / trade-mark /trade-name / design / logo / drawing / blueprint / sign / signal / indication / style / mode in the name and style of “BSNL” shall be exclusive property of party first part, eventually and the cost of such transfer shall be bear by the party of second part. And Whereas, the transfer of non-core activities as enumerated in the scheme, is not of permanent nature and for a specific period only as defined in this agreement and within the provisions of applicable law and

Whereas the party of second part has offered to enter into the present agreement with the party of first part for services to be rendered, inter alia, for _____ and other services which are as given in Annexure C (Scope of work to be defined exhaustively) on the terms and conditions herein contained and the rates approved by the party of first part_____

Whereas the party of second part has been duly accepted and necessary security deposits have been furnished in accordance with the tender document vide _____and whereas no interest will be claimed on the security deposits.

NOW THEREFORE IN CONSIDERATION OF MUTUAL COVENANTS PREMISES MADE HEREINAFTER PARTIES AGREES AS FOLLOWS:

1. Article 1: SHORT TITLE EXTENT AND COMMENCEMENT

1.1 This agreement shall be for the purpose of specify and arranging the non-core activities and operative schedule and bringing on record the duties in between the parties and also to record all the documents executed in between the parties inclusive of all the tenders, lease agreement, permits and any other document executed on this regard.

2. Article 2: DEFINITIONS

In this agreement, unless the context otherwise requires the following word means;

2.1. Agreement

The agreement executed between the parties and it includes other agreements also, in furtherance of the subject/cause of this agreement.

2.2 .Parties; The Party of first Part and the Party of Second Part

2.2.1. Party of First Part means

BSNL, Chennai Telephones, Chennai represented by General Manager (NWO) North

2.2.2 . Party of Second Part means

And include the party of second part and its legally constituted signatories, assigns, successors; officers duly empowered to execute the agreement;

2.3 .Expression of interest. (EOI)

The application and the document submitted by the party of the second part to the party of the first part showing his interest for entering into the agreement.

3. ARTICLE 3: PARTY OF FIRST PART PERMISSIONS

The Party of first part in order to carry out Non-core activities has given entire responsibilities and privileges subjects to terms and condition of this agreement to the party of second part.

3.1. Use of premises

3.1.1. The Party of First Part permits to the Party of Second Part, to use the said premises and activities incidental thereto; the same is executed in accordance with the terms and conditions as prescribed by the Party of first part.

3.1.2.The Party of First Part also permits to the Party of Second Part the privilege to use the premises only for the execution of the work as assigned to the Party of Second Part.

3.2 .Disclaimer

3.2.1. The Party of Second Part undertakes with the Party of First Part that at no time after the execution of this agreement for whatsoever cause, shall the Party of First Part make any claim to the premises or use of the fact having been Party of First Part in any relationship with ‘BSNL’ in the past, for any business gains,.

3.2.2 .At the end of the agreement all the equipment and infrastructure support shall remain with party of first part, in case those equipment’s and infrastructure are owned by the part of the first part and provided by party of the first part to the party of the second part. The party of second part shall not claim any right over the equipment’s and infrastructure of the party of the first part.

3.3. Scope of rights of Party of Second Part;

The agreements permit the Party of Second Part the privilege executing non-core activities and activities incidental thereto, in relation to the agreed terms and condition in furtherance of business interest and public interest is indispensable. Party of Second Part understands that they

are not authorized to any illegal activity or any such activity which is, in contravention to the general policy, statutory provision, rules, regulation as announced or declared or published by any competent authority. Party of Second Part further states that they acknowledge the duty and obligations of the Party of First Part as per the general policy, statutory provision, rules, regulation as announced or declared or published by any competent authority and undertake to fully co-operate with the Party of First Part .

3.4 .Appointment of sub-'Agency' by Party of Second Part;

3.4.1. The Party of Second Part shall be entitled to allow any sub-'Agency' or to enter any agreement, arrangement with any other person with a view to delegating the responsibilities, rights and duties allowed to the Party of Second Part under this agreement or in respect of any other work assigned to the Party of Second Part in terms of this agreement. All the agreement by the party of second part shall be in their name and within the knowledge of the party of first part.

3.4.2.The Party of Second Part hereby agrees that during the tenure of this agreement it shall not misuse or allow any other person to misuse the premises of BSNL.

3.4.3. 'Exclusion of Party of First Part's other premises, offices Trade name, design, copyright, goodwill etc.

3.5. Ministry of telecommunications Compliance

The Party of second part undertakes to comply with all the rules, regulations etc. as per the requirement of MTC issued from time to time in consonance with the party of first part. Failure of compliance of such statutory and mandatory compliance may give right to party of first part for redressal of the grievances within the frame work of this agreement and also to initiate mechanism to settle at the cost of responsible party.

3.6.Ministry of labour Compliance

The Party of second part undertakes to comply with all the rules, regulations etc. as per the requirement of Ministry of labour issued from time to time in consonance with the party of first part. Failure of compliance of such statutory and mandatory compliance may give right to party of first part for redressal of the grievances within the frame work of this agreement and also to initiate mechanism to settle at the cost of responsible party.

4. Article 4. PARTY OF SECOND PART OBLIGATION

4.1.Equipment & infrastructure; The Party of Second Part may provide Tools and Equipment's as per the requirement and need of efficient and effective execution of assigned work.

4.2 .The Party of Second Part shall not misuse or allow to be misused the premises and / or infrastructure of the premises therein through grant of lease, sub-lease, license or otherwise for doing any other business activities or work whether full time, part time or on any other basis.

4.3 .‘Maintenance of specified account/records’

4.3.1. The Party of Second Part shall maintain all specified records in the manner as per the GAAP or other relevant statutory provision, rules and regulations emanating there from. The Party of Second Part understands that the requirement to maintain all the said records in the particular specified formats is necessary for uniform and regulated function and proper calculation of revenue, cost, profit and other related derivatives to ascertain actual and factual position for various instrumentalities of the government.

4.3.2. In the event of this, if the Party of Second Part not maintains the specified records, the Party of Second Part agrees to pay / reimburse to the Party of First Part, the charges incurred by the Party of First Part in actually completing the same records or assisting the Party of Second Part in this regard. The Party of Second Part also undertakes to pay the said amount to the Party of First Part with in fifteen days of issuance of the invoice.

4.4 .Staff recruitment and selection

4.4.1. The Party of Second Part shall appoint any staff at the pay scale prescribed by the various relevant statutory provisions as prescribe by the relevant competent instrumentalities of the government. The Party of Second Part unambiguously understands that the staffs appointed by the Party of Second Part shall be the employees of the Party of Second Part only and Party of First Part shall have no liabilities / obligations towards them and the party of first part not in any manner exercises their control over the appointed staff in any manner.

4.4.2 .The Party of Second Part shall be free to appoint other supporting staff on his own and shall be responsible for the any outcome of such appointment. Party of first part is not responsible for any such outcome.

4.4.3 .The party of second part understands and undertakes that it will ensure compliance of all the labor and employment law rules and regulation and prepare an ‘employment manual’ to this effect within a reasonable time period taking care of all the laws, effective on that date and present a original copy for submission to the relevant authorities.

4.5. Scope of selection procedure, interview and training;

The Party of First Part reserves the right to decide the scope, location and dates of the selection process, final interview and training, if so required.

4.6 .Reports and feed back

The parties mutually decide to exchange such reports and feedbacks for mutual benefits and proper implementation of this agreement.

4.7 .Confidentiality and protection of premises property of The Party of Second Part undertakes;

4.7.1. Not to cause or permit anything, which may damage or endanger the property of the Party of the first Part and

4.7.2.To notify the Party of First Part about / of any suspected trespass intrusion of the property of the principal immediately after such detection and

4.7.3. To take reasonable action as decided mutually by the parties in relation to such encroachment of property right. And

4.7.4 .On expiry or termination of the agreement forthwith stop the use of all property of the Party of First Part. and

4.7.5. Not to lend, sell, or otherwise give away any property or information about the Party of First Part, his business secrets, plans, services, programs, materials, manuals etc. to any third party during the tenure of the agreement or even after this agreement ceases to exist. And

4.7.6. Not to cause or permit to be caused any activity which may damage endanger the property rights or title of the Party of First Part.

4.7.7. Shall maintain all the records including duty roaster as per the requirement of Ministry of labour.

4.8. The Party of second part hereby undertakes to indemnify BSNL against all actions, suits, proceedings, claims, losses, damages etc., which may arise under Minimum Wages Act, Fatal Accident Act, Workmen Compensation Act, Shops & Establishment Act, Family Pension & Deposit Linked Insurance Scheme, Contract Labour (Regulation and Abolition) Act 1970 or any other Act or statutes not herein specifically mentioned but having any direct or indirect application for the person(s) engaged under this contract by him.

4.9. The Party of second part shall defend, indemnify and hold BSNL harmless from any liability, which may be imposed by the Central, State or local authorities and also from all claims, suits arising out of or by reason of the work provided by this contract including any liability that may arise out of accident, whether brought by the employees of the Party of second part or by the third parties or by the Central or State Government authority or any sub-division thereof.

4.10. BSNL shall not be responsible for any claim/compensation that may arise due to damages/injuries to the Party of second part's employee(s) under any circumstances while an employee(s) of the contractor is engaged in duty under the Contract.

4.11. (a) The Party of second part shall also be bound to discharge obligations as provided under various statutory enactment including the Employees Provident Fund & Miscellaneous Act, 1952, Employees Pension Scheme, 1995, ESI Act 1948, Contract Labour (Regulation and abolition) Act, 1970, Minimum Wages Act 1948, Payment of Wages Act 1936, Payment of Bonus Act, 1965, Payment of Gratuity Act, 1972, Workmen's compensation Act 1923, Works Contract Act, 1999 and other relevant Acts, Rules and Regulations in force and as amended from time to time and are in force in the State where the subject work under this Contract are executed.

(b) As per Central Government Minimum Wage Act 1949, Basic + VDA should be equivalent to the minimum wages as notified by central Government from time to time. Hence the revision of minimum wages notified by the statutory body would be accepted forthwith as and when revision occurs on production of copies of the order issued by the competent authority by the contractor. The minimum wage is not at all negotiable and only the service charges is negotiable. The party of the second part shall apply for wages as per revised rates along with the copy of G O for approval of revised rates.

(c) The engagement and employment of labourers and payment of wages to them as per existing provisions of various labour laws and regulations is the sole responsibility of the Party of second part and any breach of such laws or regulations shall be deemed to be breach of this contract. BSNL may ask the contractor to produce documents to verify that these provisions/laws are complied with by the contractor.

(d) All wages and allied benefits such as EPF, ESI, leave, Gratuity, Bonus etc, shall be paid by the Party of second part and BSNL shall not incur any liability or additional expenditure whatsoever for personnel deployed.

4.12. The Party of second part shall at his own cost and initiative take out and maintain at all times until the completion of the contract/lease period, insurance policies in respect of workmen engaged by him for providing services under this contract, in order to keep himself as well as BSNL/Lessee fully indemnified from and against all claims whatsoever including but not limited to those arising out of the provisions contained in Workmen's Compensation Act, 1923. Should the Contractor fail to take out and/or keep afoot insurance as provided for in the

foregoing paragraph, BSNL/Lessee shall be entitled (but without any obligation to do so) to take out and/or keep afoot such insurance at the cost and expense of the Contractor and without prejudice to any other rights or remedies of BSNL/Lessee in this behalf, to deduct the sum(s) incurred thereof from any amounts due to the Contractor.

4.13. Communication of the problems;

Any problem that may arise while executing this agreement must be communicated by the parties in writing by fax/e-mail/registered post immediately by the parties, respectively to their corporate head offices and any other Addresses provided by the parties.

4.14. Maintenance of records

4.14.1 The Party of Second Part shall maintain a true and accurate record of all the cost of material, salaries and direct operating expenses related to the expenses and other incidental activities.

4.14.2. The Party of Second Part shall submit audited profit and loss account and balance sheets of its business to the competent authorities to the preceding financial year of operation within 30 days from the end of financial year and the Party of Second Part in compliance may seek assistances of party of first part to this effect.

4.14.3. The Party of Second Part shall maintain any other record to ensure the interest of party of first part from time to time.

4.14.4. The Party of Second Part shall maintain any other record to ensure the compliance of guidelines from time to time.

4.14. Execution of non-core activities;

4.14.1. The Party of Second Part agrees to spend a reasonably adequate amount as per the requirement, proper functioning, for the Execution of non-core activities.

4.14.2. The Party of First Part agrees to work in tandem with the Party of second Part for Execution of non-core activities.

4.14.3. The Party of Second Part agrees that the activity at ground level shall be the sole responsibility of the Party of Second Part

4.16. Securities;

4.16.1. The Party of Second Part undertakes to abide by the rules and regulation as decided by the parties for the physical protection of information, infrastructure and other related things.

4.16.2 The party of second part agrees that they are liable for any theft, sabotage etc of, BSNL, Chennai Telephones properties and damages / losses if any will be recovered from the party of

Second Part. The party of Second part also undertakes to report any such incidence to the site incharge of BSNL, CH T D immediately

4.17..Code of conduct

Party of Second Part undertakes to ensure that all the staff and employee adhere to the standard code of conduct followed by the industry and to ensure this the party of second part appoints suitable and responsible person to supervise the proper implementation of such code, revised and amended up to date.

4.18.Membership, affiliations;

The Party of Second Part shall enroll itself as a member of such professional bodies, associations and societies as the normal standard of the requirements of the industry.

The Party of Second Part understands that such enrollments are for its benefits and undertakes to pay such charges /fee may be required for such enrollments.

4.19.Additional activities

The Party of Second Part undertakes to organize such additional activities which may be decided mutually from time to time which would contributes towards improvements of work culture and agrees to accept the terms and conditions as decided by the parties .

4.20.The party of second part shall engage on his own expenses the requisite number of representatives with means & materials as well as tools, appliances, machines, implements, vehicles for transportation, cartage etc. required for the proper execution of work within the link prescribed in the work orders.

4.21.The party of second part hereby declares that nobody connected with or in the employment of the Bharat Sanchar Nigam Limited/DOT/DTS is not/shall not ever be achieved as partner in the contract

4.22.The rates approved are inclusive of all taxes the payment will be subject to availability of funds after sanction of bill by the competent authority through ECS and after deduction of Income Tax & all statutory/Govt. Taxes. The party of second part shall submit the copy of service Tax paid challan and EPF/ESI paid challan for the previous month along with the bill. While preparing the bill the party of second part shall bifurcate the amount of service tax in bill submitted. The party of second part shall submit the bills monthly Unitwise duly signed and verified by the officer's in-charge for satisfactory work execution.

5. Article 5: CONSIDERATIONS

5.1.1. The Party of First Part shall pay to the Party of second Part an amount of Rs. per day per person per 8 hours shift at the prevailing minimum rates of wages for Watch & Ward without arms under unskilled workers as fixed by Ministry of Labour and Employment and communicated by the Deputy Chief Labour Commissioner (Central), Shastri Bhavan, Chennai-600 006 from time to time, for the actually worked days where the contract labour is engaged and the contract workman shall not be paid any wages on the weekly days of rest and on non-deployment due to personal reasons of the contract workmen and the minimum rate of wages shall be paid as per the orders of the Deputy Chief Labour Commissioner, Chennai in this regard and hence there is no payment separately for weekly off days.

Any demand by the party of second Part shall not be entertained by the Party of first Part towards any other use apart from this agreement shall not be claimed .

5.1.2. The fee shall not be increased under any circumstances what so ever by the party of second part.

5.2. Profit sharing

The Party of Second Part shall not pay to the Party of First Part any amount as a profit sharing. Any demand by the party of first part shall not be entertained by the Party of Second Part to the Party of First Part towards the use and earning any profit by executing the work.

5.3. Taxes / duties

Any taxes or duties, imposed or assessed by the central government or any other authorized local bodies in respect of payment or dues paid by Party of First Part after signing this agreement, will be borne by the Party of Second Part. Service TAX at the prevailing rates will be paid

6. Article 6: SERVICE BY THE PARTY OF FIRST PART

The Party of First Part here by agrees to provide following services in accordance with the terms of this agreements.

6.1 Functional management in respect of the competent government authorities for proper execution of this agreement in letter and spirit of this agreement.

7. Article 7: DISBURSEMENT TO PARTY OF FIRST PART

7.1. Disbursement in relation to entire, unconditional, unlimited and unqualified responsibilities, Party of Second Part agrees to execute a separate agreement with the party of first part.

8. Article 8: LIMITATION OF AGREEMENT

8.1. Trademarks, trade names and trade secrets

8.1.1. The Party of Second Part shall not claim any ownership right in trade mark, trade name, design, copyright, goodwill which is not the subject matter of this agreement but property of first party. It shall derive its power to use from the provision and clauses of this agreement only.

8.1.2. The Party of second Part shall not claim any ownership right on premises as it shall be property of party of first part. after complying all the mandatory provisions of applicable laws and contractual obligations. It shall derive its power to use from the provision and clauses of this agreement only.

8.1.3. The party of second part shall not incorporate any word or design deceptively and confusingly similar to Party of First Part's trade-mark, trade-name, design in its trade-mark, trade-name and trade-style other than the subject matter of the agreement.

8.1.4. The Party of Second Part agrees not to divulge any trade secrets that may be made available to it, in confidence. The Party of Second Part further agrees to ensure fidelity of information imparted to or available to them.

8.1.5. All the liabilities of the party of first part related to their business prior to the date of execution of this agreement shall be liabilities of the party of first part.

8.2. No 'Agency'

8.2.1. The parties here to agree that the Party of Second Part is an independent entity. Nothing here in contain shall constitute the Party of Second Part as an agent, legal representative, partner, subsidiary; joint venture or employee of the Party of First Part. The Party of Second Part shall have no right or power to and shall not bind or obligate the Party of First Part in any way, manner or title whatsoever, nor represent, it has any right to do so.

8.2.2. The parties here to agrees that all the litigation-disputes/claims arising or taking place with the third parties after signing this agreement shall be contested/or settle by the Party of Second Part itself. The Party of First Part shall not be responsible for the same in any circumstances.

9. Article 9: INSURANCE

The Party of Second Part takes appropriate policies for new insurances w.e.f this agreement to cover it against losses /damages and renew such policies up to the period of this agreement.

Evidence of policies having being renewed shall be made available to the Party of First Part, in case it requires it, in any compliance issue.

10. Article 10: TENURE AND RENEWAL OF THE AGREEMENT

10.1.Tenure

The tenure of this MOU shall expire after completion of one year from to under circumstances until unless specifically agreed and in written form accepted by parties, though this MOU and ceased to exists if varied

10.1.1.Both the parties shall execute a new agreement in case if it is required to achieve the purpose stipulated in this agreement as per the modified law, statutory provisions, rules and regulation issued or changes by the competent authorities.

10.1.2.The parties shall not have any automatic right of termination under any of the clause and it shall be not discretions of the parties to terminate the present agreement.

10.2.Disbursement of dues ; Both the parties agree to initiate all the necessary activities to settle pending dues as per the scheme enumerated in other agreements, which comprehensively deals with this issue. Any such disbursement shall strictly as per the scheme.

10.3.Notwithstanding anything elsewhere herein provided and in addition to any other right or remedy of the BSNL under the Contract or otherwise, the BSNL shall be entitled to terminate the Contract by written notice at any time during the currency on or after the occurrence of any one or more of the following events or contingencies, namely:

10.3.1. Default or failure by the party of second part of any of the obligations of the party of second part under the Contract, including but not limited to:

(a) Negligence in carrying out the works or carrying out of work found to be unsatisfactory by the competent authority in BSNL

(b) Abandonment of the works or any part thereof;

(c) Suspension of the entire works or any part thereof, for a period of 14 (fourteen) days or more without due authority from the BSNL

(d) Commission, permission or sufferance of any other breach of any of the terms, conditions or provisions of the Contract on the part of the party of second part to be paid, performed and/ or observed ;

(e) Failure to deposit the Initial Security Deposit within 14 (Fourteen) days of receipt by the party of second part of Acceptance of Tender (in case applicable).

(f) Failure to execute the Contract in terms of the Form of Contract forming part of the Tender Documents within 14(Fourteen) days of notice in this behalf from the BSNL;

10.3.2.If the party of second part is incapable of carrying out the work;

10.3.3.If the party of second part misconducts himself in any manner;

10.3.4. If there is any change in the constitution of the party of second part or in the circumstances or organization of the party of second part, which is detrimental to the interests of the work or the BSNL;

10.3.5. Dissolution of the party of second part or commencement of liquidation or winding up (whether voluntary or compulsory) of the party of second part or appointment of a receiver or manager of any of the party of second part 's assets and/ or insolvency of the party of second part or any Partner of the party of second part;

10.3.6. Distress, execution, or other legal process being levied on or upon any of the party of second part 's goods and/ or assets;

10.3.7.Death of the party of second part;

10.3.8. If upon any change in the Partnership/constitution of a party of second part 's organization (if a Partnership), the BSNL shall refuse to continue the contract with the re-constituted firm;

10.3.9. If the party of second part or any person employed by him shall make or offer for any purpose connected with the Contract any gift, gratuity, royalty, commission, gratification or other inducement (whether money or in any other form) to any employee or agent of the BSNL;

10.3.10. If the party of second part shall sub-contract the whole or any part of the work in contravention of the provisions of the Contract

10.3.11. The decision of the(Competent Authority), as to whether any of the events/ contingencies mentioned in above Clauses, entitling the BSNL to terminate the Contract, has occurred or not, shall be final and binding upon the party of second part. However, before invoking action under this clause, BSNL shall give prior written notice to the party of second part to rectify the problem areas within maximum two weeks of time.

10.4. The authority of premises shall stand terminated in the following events

10.4.1. Upon the expiry of the contracted period

10.4.2.Upon occurrences of instances mentioned in clause above

10.4.3.Upon mutual consent of the parties before the expiry of the period.

11. Article 11: EFFECT OF NON- RENEWAL

Both the parties shall ensure and work to clear all the dues, liabilities and make such arrangements, so to avoid inconvenience to both parties. This agreement is governed by both the parties are bound to renew this agreement by redrafting and reexecuting it, as prescribed in this agreement in letter and spirit.

12. Article 12: INDEMINIFICATION

12.1.Losses and damages

12.1.1. The Party of Second Part and the indemnifiers are jointly and severally responsible for all losses to damages to third person, originating in or connected with the conduct of the Party of Second Part for all claims demand for damages to properties or for injury, illness, or death of persons directly or indirectly resulting there from. The agency and indemnifier agree to defend, Indemnifies and save the Party of First Part from any harm with respect to any such claims, losses all damages result from the willful negligence of the Party of First Part, Its employees or agents after signing the agreement.

12.1.2. The Party of first part and the indemnifiers are jointly and severally responsible for all losses to damages to third person, originating in or connected with the conduct of the Party of first Part for all claims demand for damages to properties or for injury, illness, or death of persons directly or indirectly resulting there from.

12.1.3.The agency and indemnifier agree to defend. Indemnifies and save the Party of second Part from any harm with respect to any such claims, losses all damages result from the willful negligence of the Party of First Part, Its employees or agents. The Party of first Part and the indemnifier shall be obliged to immediately intimate to the Party of second Part in the event of any unlawful use of either the Party of second Part's trade mark, trade name, design, copyright, patent by any third party. If it is established that such activity is the act of either the Party of Second Part itself or any of or all of its directors Party of First Part officers Key personnel employees etc the indemnifier here by indemnifies the Party of second Part in respect all expense that may be incurred by the Party of second Part In stopping such activity. The Party of Second Part agrees to assist the Party of First Part in taking appropriate action and further agrees to commence such action if legal requirement so dictate.

12.1.4.Personnel indemnification;

(a) The indemnifier here by personally indemnifies the Party of First Part in respect of every claim, which the Party of First Part may have against the Party of Second Part under this

agreement and further personnel guarantees payment of the same to the Party of First Part. This shall not affect any right of the Party of First Part to precede against the Party of Second Part in respect of such claim or claims.

(b) The indemnifier here by personally indemnifies the Party of Second Part in respect of every claim, which the Party of second Part may have against the Party of first Part under this agreement and further personnel guarantees payment of the same to the Party of second Part. This shall not affect any right of the Party of second Part to precede against the Party of first Part in respect of such claim or claims.

13. Article 13: DIRECT SUPERVISION

Both Parties agrees that in the event of Non-compliance of any clause due from the Parties (OR) For any other reason as may be mentioned in the agreement or against the law of this land, Both the Parties may in their discretion, act any or the entire procedure in following manner:

- (a) Direct to take appropriate measures with respect to all its activities.
- (b) Call arbitrator to Assume direct supervision over the operations.
- (c) The Parties reserve the right to withdraw or report to the arbitrator at its discretion during the currency of the agreement if the condition so demand.
- (d) The Parties shall further agrees that such arrangement shall continue till the Parties are fully satisfied that the things are in order in respect of the breaches and defaults mentioned above after which the Parties shall handover the operation to the arbitrator.

14. Article 14: DEFAULTS

14.1.The occurrence of the following events / acts shall constitutes good and sufficient cause for the Party of First Part at its options and without prejudice to any other rights or remedies provided for hereunder or by law or equity to redressal of the issues, this agreement without any compensation by notice in writing to the Party of Second Part, such notice to redressal of the issues at such date as the Party of First Part in their discretion determine and cancel the contract.

14.1.1. In case of appointment of Sub- ‘Agency’ by Party of Second Part, in contravention of the spirit and intention of the MOU, it excludes the agencies appointed to carry out delegated works and tasks.

14.1.2.Using the recourses dedicated under this agreement for the purpose outside the purview of this agreement.

14.1.3.In case any of the condition and requirements mentioned in the expression of interest (EOI) application given to the party of the first part by the party of the second part is found to be

misleading, false and incorrect, the party of the first part reserves the right to cancel the agreement at any time.

14.2. In case of the following non-performance by the party of the second part the penalty enumerated therein will be imposed by the party of the first part.

14.2.1. The party of the second part shall be responsible for calling the concerned officer In-charge at the work site (i.e. Telephone Exchange, BTS etc.) at the time of starting as well as end of duty. If at any of time the party of the second part fails to do so, 5% of the monthly contract amount will be deducted from the payment of the party of the second part for every such instance of such negligence on their part.

14.2.2. The party of the first part also reserves the right to monitor the provisions of services at the work site at any time through visit to the site. In case the party of the second part is not found at the time of the duty, 10% of the monthly contract amount will be deducted from their payment for every such instance of such negligence on the part of the party of the second part.

14. Article 14: EFFECT OF REDRAFTING/RE-EXECUTION

14.1. As described, this agreement is terminable, re-convening of this agreement either due to default or for any other reason, the reputation and the goodwill of Party of First Part shall forthwith stand reverted and re-conveyance to the Party of First Part. The Party of Second Part acknowledges that the benefit obtained and accrued to it as a result of this agreement of said reputation and goodwill shall constitute adequate consideration for such reversion and re-conveyance in favors of the Party of First Part or party of second part as the case may be.

14.2. Non use of trade-mark, trade-name, trade secretes on redrafting/re-execution of this agreement for any reason, the Party of First Part shall directly or indirectly identify in any manner as a Party of Second Part or the Party of First Part in particular but without prejudice to forgoing generality, the Party of Second Part shall execute the work assigned to it.

14.3. Lien and damages;

In the event of redrafting/re-execution of this agreement by the parties, the parties shall be entitled to claim damages and injuries and the parties agrees to, in such event of termination, they shall pay amount as decided by arbitrator as liquidated damages to the injured party.

16. Article 16: MISCELLANEOUS /GENERAL CONDITION

16.1. Interpretation

The recitals incorporated herein make a part of this agreement, total of article, sections, clauses and paragraphs are used for convenience only and are part of the text. All terms used in any one

gender shall be construed to include any other gender as the context may require. The singular shall be deemed to include the plural and the plural shall be deemed to refer to singular as the context may be.

16.2. Entire agreement

This agreement constitutes the entire agreement between the parties and shall prevail over any other agreements relating to the subject matter thereof. The Party of Second Part declares that it rely upon no representation, conditions or warranty on the part of the Party of First Part except herein contain. The agreement is prepared in two original copies having same effect.

16.3..Non-waiver

The failure of the Party of First Part to exercise any right, power or option given to it hereunder or non-insistence on options for strict compliance of the terms hereof, by the Party of Second Part shall constitute a waiver of the terms and conditions of this agreement with respect to any other or subsequent breach thereof, not a waiver by the Party of Second Part of its right at any time thereafter to require strict compliance with all the terms thereof. The right of remedies hereunder is cumulative to other rights on remedies which may be granted by the law.

16.4..Governing laws

The agreement shall be governed and construed in accordance with the laws of republic of India.

16.5..Applicable laws

This agreement including any mater relating thereto arising after its expiry or termination shall be governed by the laws of Indian union.

16.6. Severability

If any provision of this agreement is held invalid by the court decree the remainder of this agreement shall not be invalidated.

16.7. Registration

In case of any delay in registration of this agreement or non-registration due to any reason the effect and strength of this agreement shall have same as of a registered document and neither party shall raise any objection before any competent authority in this regard.

16.8 .Notices

Any notice to be given hereunder shall be in writing and shall be deemed to have been duly served after two days of the date of dispatch if send by the registered post at the recorded

address of the parties. Notices shall be served by both parties at the addresses/fax/email mention hereunder

Of party of first part

1. DGM (NWO) NE, BSNL, CHTD, 6TH FLOOR, LE BUILDING , FBR TE COMPLEX, CHENNAI 600 001 , FAX NO.25363837

Of party of second part

- 1.
- 2.
- 3.

Or in case, to the arbitrator at his address at;

Also at,

16.9. Force majeure clause:

16.9.1. Force majeure shall mean any event or circumstances or combination of the events or circumstances that materially and adversely affect, prevent or delay any party in performance of its obligation in accordance with the terms of this agreement but only if and to the extent such events and circumstances are within the affected parties reasonable, control, directly or indirectly.

16.9.2. Force majeure events; the force majored events shall consist of civil war, rebellion, civil commotion, mutiny, flood, tempest, earth quake or other unforeseen forces of the nature or act of god or due to any restrained or regulation or change in the statute, policy of the state or central govt. like expropriation or compulsory acquisition, exercise of the central and / or state got executive prerogative and court stay order.

16.9.3. In the event of a force majored occurrence , the party invoking the force Majeure shall promptly notify the other party of such circumstances force majeure occurrence shall be suspend the parties obligations with respect to circumstances affected by the force majeure

16.10. The Party of First Part shall not guarantee any success hence; the Party of First Part shall not responsible under any circumstances to pay any compensation and / or damages or losses incurred by the Party of Second Part.

17. Article 17: Arbitration and jurisdiction

17.1. In the event of any question, dispute or difference arising under this agreement or in connection therewith, the same shall be referred to the sole arbitrator of the party of the first part. The agreement to appoint an arbitrator will be in accordance with the Arbitration and conciliation Act, 1996. There will be no objection to any such appointment on the ground that the arbitrator is a 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 a Government Servant he has expressed his views on all or any of the matters in dispute. The award of the arbitrator shall be final and binding on both the parties to the agreement. In the event of such an arbitrator to whom the matter is originally referred, being transferred or vacating his office or being unable to act for any reason whatsoever, the party of the first part shall appoint another person to act as an arbitrator in accordance with terms of the agreement and the person so appointed shall be entitled to proceed from the stage at which it was left out by his predecessors.

17.2. The arbitrator may from time to time with the consent of both the parties enlarge the time frame from making and publishing the award. Subject to the aforesaid, Arbitrator and Conciliation Act, 1996 and the rules made there under, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause.

17.3. This Contract/PO is subject to Jurisdiction of Court at Chennai only

17.4 The venue of the arbitration proceeding shall be at such places as the arbitrator may decide.

18. TERMINATION FOR INSOLVENCY

The Party of first part may at any time terminate the Contract by giving written notice to the Party of Second , without compensation to the Part of Second Part . If the Part of Second Part becomes bankrupt or otherwise insolvent as declared by the competent court provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue there after to the Part of First Part.

19. SET OFF

Any sum of money due and payable to the Party of Second Part (including security deposit refundable to him) under this contract may be appropriated by the Party of First part or the BSNL or any other person(s) contracting through the BSNL and setoff the same against any claim of the Party of First Part or BSNL or such other person or person(s) for payment of a

sum of money arising out of this contract or under any other contract made by the Contractor with the Party of First Part r or BSNL or such other person(s) contracting through the BSNL.

This agreement consisting ___ articles and running into pages (excluding the copies of resolution) carefully read, and after understanding the contents, was signed by the Party of Second Part and the Party of First Part on the day of 2017 at

Agreed and accepted

Signatures of Witnesses of parties are;

By Party of first part

Through authorized signatory Shri.

By Party of second part

Through authorized signatory Shri.

Witnesses

1.

2.

3

4.

ANNEXURE – G
DECLARATION

I _____, S/O _____

hereby declare that I have not debarred or black listed from any current or earlier tender activities by any firm viz. BSNL / MTNL In case at any stage, if it is found that the information given by me is false/incorrect, BSNL shall have the absolute right to take any action as deemed fit/ without any prior intimation to me “.

Signed _____

For and on behalf of the Bidder

Name(caps) _____

Position _____

Date _____

FORMAT OF THE PERFORMANCE BANK GUARANTEE

(To be typed on Rs.100/- non-judicial stamp paper)

Bank Guarantee in respect of LOI dated _____ between Dy General Manager (NWO) (NORTH EAST), BSNL, Chennai Telephone District and M/s -----
-----, having its Registered Office at _____ (hereinafter called CONTRACTOR) has entered into an agreement dated _____ (hereinafter referred to as “the said agreement”) with DY General Manager (NW- O) NE Bharat Sanchar Nigam Limited (BSNL) (A Government of India Enterprise) Chennai Telephones having Office at , 6th Floor, FBR Exge New Bldg, NSC Bose Road, Chennai -600001 whereby BSNL CHTD has agreed to appoint CONTRACTORS for providing BSNL CHTD services on the terms and conditions exclusively mentioned therein for the circle _____).

It has been agreed between the parties that a Bank Guarantee for Rs. _____ (Rupees only) shall be given by the CONTRACTOR in favour of the BSNL CHTD for due and faithful performance of the terms and conditions of the said agreement. _____ Bank having its office at _____ has at the request of the CONTRACTOR (M/s), agreed to give the guarantee as hereinafter contained:

1. We, _____ (hereinafter called ‘the Bank’) do hereby undertake and assure to the BSNL CHTD that if in the opinion of the BSNL CHTD, the CONTRACTOR has in any way failed to observe or perform the terms and conditions of the said agreement or has committed any breach of its obligations there-under, the Bank shall on demand and without any objection or demur pay to the BSNL CHTD the said sum of Rs. _____ /- or such lesser amount as BSNL may demand without requiring BSNL CHTD to have recourse to any legal remedy that may be available to it, compel the Bank to pay the same.

2. Any such demand from the BSNL CHTD shall be conclusive as regards the liability of CONTRACTOR to pay to BSNL CHTD or as regards the amount payable by the Bank under this guarantee. The Bank shall not be entitled to withhold payment on the ground that the CONTRACTOR had disputed its liability to pay or has disputed the quantum of the amount or that any arbitration proceeding or legal proceeding is pending between CONTRACTOR and BSNL CHTD regarding the claim.

3. We, the Bank further agree that the guarantee shall come into force from the date hereof and shall remain in full force and effect for the period of 36 months (thirty six months) from the date of commencement of the agreement or the term of this guarantee whichever is later. But if the period of the said agreement is extended either pursuant to the provisions in the said Agreement or by mutual agreement between the CONTRACTOR and the BSNL CHTD, the Bank shall automatically renew the period of the Guarantee for such period which expires 6 (six) months after the renewed period of the said agreement failing which it shall pay to the BSNL CHTD the said sum of Rs. /- without BSNL CHTD demanding the payment of the above sum.

4. The Bank further agrees that the BSNL CHTD shall have the fullest liberty without the consent of the Bank and without affecting in any way the obligations hereunder to vary any of the terms and conditions of the said agreement or to extend the time for performance of the said agreement from any of the powers exercisable by BSNL CHTD against the CONTRACTOR and to forebear to enforce any of the terms and conditions relating to the said agreement and the Bank shall not be relieved from its liability by reason of such failure or extension being granted to CONTRACTOR or through any forbearance, act or omission on the part of BSNL CHTD or any indulgence by BSNL CHTD to CONTRACTOR or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of relieving or discharging the guarantor.

5. The Bank further agrees that in case this Guarantee is required for a larger period and it is not extended by the Bank beyond the period specified above in Clause 3, the Bank shall pay to BSNL CHTD without BSNL CHTD having to demand the payment of the said sum of Rs. /- on the last day on which the Bank Guarantee is due to expire.

6. Notwithstanding anything herein contained;

The liability of the Bank under this guarantee is restricted to Rs. _____ /- (Rupees only) and it will remain in force for a period of 36 months i.e. up to _____.

(b) The guarantee shall stand completely discharged and all rights of the BSNL CHTD under this Guarantee shall be extinguished if no claim or demand is made on us in writing on or before _____.

7. The Bank guarantees under its constitutional power to give this guarantee and _____ and _____ who have signed it on behalf of the Bank have authority to do so.

(Authorized Signature of the Bank Official)

Power of Attorney General:

Dated: at

CERTIFICATE OF MINIMUM WAGES TO BE SUBMITTED BY THE TENDERER

I/We

M/s-----R/O-----

----- hereby certify that we shall comply with minimum wages Act that are to be paid to the labourers engaged by us Vide latest rate as fixed by the Labour Commissioner. While quoting the rates for the tender , any dispute arises out of the payment of minimum wages, responsibility lies with us only. We also certify that we shall comply with all statutory laws, the ESI, EPF, Goods and Service Taxes, other mandatory charges including Bonus regularly as per existing rules without any fail.

Date:

Place: Signature of the bidder with seal

Annexure - I



VENDOR MASTER FORM



(The details listed will be used for making all payments against POs / WOs, refund of EMDs / SDs, intimation of payments by email, issue of TDS certificates, C Form for CST purchases etc.)

(*) Minimum Required Fields to be Filled by the Company/Vendor. Please Attach copies of the supporting documents.

Title*	:	Mr.	Ms.	M/s	Dr.
Name*	:	[Grid]			
Address*	:	[Grid]			
Town/District*	:	[Grid]			
City*	:	[Grid]			
State*	:	[Grid]			
Postal/Pin code*	:	[Grid]	Country*	:	[Grid]
Contact Details:					
Telephone Number	:	[Grid]	Fax No.	:	[Grid]
Email_id	:	[Grid]			
<i>(Mandatory for E-Tendering)</i>					
Name of Contact Person	:	[Grid]	Mobile No.	:	[Grid]
Alternate Contact Person	:	[Grid]	Mobile No.	:	[Grid]
Tax information:					
PAN	:	[Grid]			
Service Tax reg. no.	:	[Grid]			
LST (Local VAT reg.No.)	:	[Grid]	CST Reg. No	:	[Grid]
Tax Registration no. (for Foreign Vendors)	:	[Grid]			
Income Tax Exemption details:					
IT exemption no.	:	[Grid]	IT exemption rate	:	[Grid]
IT Exemption date	:	[Grid]			
IT exemption date from	:	[Grid]	IT exemption date to	:	[Grid]

Excise Details:

Excise reg. no. :

Excise Range :

Excise Division :

Excise Commissionerate :

Payment Transaction/ Bank Details:

Bank Country :

Bank Name :

Bank Address :

Bank A/c No :

Bank IFSC :

Account holder's Name :

Type of Account : Savings(10) Current(11)

SWIFT Code :
(for Foreign Vendors)

IBAN :
(for Foreign Vendors)

(Enclose a blank Cheque / a photocopy of the Cheque to verify A/c No. & Bank details)

Industry Status:

Micro/ SSI Status : Yes No

1. I/We hereby authorize BSNL to make all payments to us by cheque /direct credit to our bank account details which are specified above.
2. I/We hereby authorize BSNL to deduct bank charges applicable for such direct bank payments.

- Note:
1. If PAN is not provided, TDS @20% will be deducted wherever applicable.
 2. If Excise Registration/Service Tax Registration/VAT Registration Number is not provided, then the taxes will not be paid wherever applicable.
 3. If Bank Particulars are not provided, the payment will be made by Cheque only.
 4. If the relevant documents for Micro/SSI status are not provided, then the relevant exemptions will not be given.

Company / Vendor Authorized Signatory / Designation Date: Company Seal

(For Office Use)

Vendor Account Group : Payment Method :

TDS Type - Invoice : TDS Code - Invoice :

Checked by:	Authorized by (Finance)	SAP Vendor Master Created on	SAP Vendor Code
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Annexure - J

(Standard Tender Enquiry Document)

S. No.	Defaults of the bidder / vendor.	Action to be taken
A	B	C
1 (A)	Submitting fake / forged	i) Rejection of tender bid of respective Vendor. ii) Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order. iii) Termination/ Short Closure of PO/WO, if issued. This implies non-acceptance of further supplies / work & services except to make the already received material work/ complete work in hand.
	a) Bank Instruments with the bid to meet terms & condition of tender in respect of tender fee and/ or EMD;	
	b) Certificate for claiming exemption in respect of tender fee and/ or EMD;	
	and detection of default at any stage from receipt of bids till award of APO/ issue of PO/WO	
	Note 1:- However, in this case the performance guarantee if alright will not be forfeited.	
	Note 2:- Payment for already received supplies/ completed work shall be made as per terms & conditions of PO/ WO.	
1(B)	Submitting fake / forged documents towards meeting eligibility criteria such as experience capability, supply proof, registration with Sales Tax, Income Tax departments etc and as supporting documents towards other terms & conditions with the bid to meet terms & condition of tender :	
	<i>(i) If detection of default is prior to award of APO</i>	i) Rejection of Bid & ii) Forfeiture of EMD.
	<i>(ii) If detection of default after issue of APO but before receipt of PG/ SD (DD,BG etc.)</i>	i) Cancellation of APO , ii) Rejection of Bid & iii) Forfeiture of EMD.

S. No.	Defaults of the bidder / vendor.	Action to be taken
A	B	C
1(b) contd.	(iii) If <i>detection of default after receipt of PG/ SD (DD,BG etc.)</i> .	i) Cancellation of APO ii) Rejection of Bid & iii) Forfeiture of PG/ SD. However on realization of PG/ SD amount, EMD, if not already released shall be returned.
	(iv) If <i>detection of default after issue of PO/ WO</i>	i) Termination/ Short Closure of PO/WO and Cancellation of APO ii) Rejection of Bid & iii) Forfeiture of PG/ SD. However on realization of PG/ SD amount, EMD, if not released shall be returned.
	Note 3:- However, settle bills for the material received in correct quantity and quality if pending items do not affect working or use of supplied items	
	Note 4:- No further supplies are to be accepted except that required to make the already supplied items work	
2	If vendor or his representative uses violent/ coercive means viz. Physical / Verbal means to threatens BSNL Executive / employees and/ or obstruct him from functioning in discharge of his duties & responsibilities for the following :	Banning of business for 3 years which implies Barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order.
	a) Obstructing functioning of tender opening executives of BSNL in receipt/ opening of tender bids from prospective Bidders, suppliers/ Contractors.	
	b) Obstructing/ Threatening other prospective bidders i.e. suppliers/ Contractors from entering the tender venue and/ or submitting their tender bid freely.	
3	Non-receipt of acceptance of APO/ AWO and SD/ PG by L-1 bidder within time period specified in APO/ AWO.	Forfeiture of EMD.
4.1	Failure to supply and/ or Commission the equipment and /or execution of the work at all even in extended delivery schedules, if granted against PO/ WO.	i) Termination of PO/ WO. ii) Under take purchase/ work at the risk & cost of defaulting vendor. iii) Recover the excess charges if incurred from the PG/ SD and outstanding bills of the defaulting Vendor.
4.2	Failure to supply and/ or Commission the equipment and /or execution of the Work in full even in extended delivery schedules, if granted against PO/ WO.	i) Short Closure of PO/ WO to the quantity already received by and/ or commissioned in BSNL and/ or in pipeline provided the same is usable and/or the Vendor promises to make it usable. ii) Under take purchase/ work for balance quantity at the risk & cost of defaulting vendor. iii) Recover the excess charges if incurred from the PG/ SD and outstanding bills of the defaulting Vendor.

5.1	The supplied equipment does not perform satisfactory in the field in accordance with the specifications mentioned in the PO/ WO/Contract.	i) If the material is not at all acceptable, then return the non-acceptable material (or its part) & recover its cost, if paid, from the o/s bills/ PG/ SD. OR ii) If the material is inducted in network & it is not possible to return it and/ or material is acceptable with degraded performance, the purchaser may determine the price for degraded equipment (Financial penalty = Price – price determined for degraded equipment) himself and/ or through a committee. Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD.
5.2	Major quality problems (as established by a joint team / committee of User unit(s) and QA Circle) / performance problems and non-rectification of defects (based on reports of field units and QA circle).	i) If the material is not at all acceptable, then return the non-acceptable material (or its part) & recover its cost, if paid, from the o/s bills/ PG/ SD; OR ii) If the material is inducted in network & it is not possible to return it and/ or material is acceptable with degraded performance, the purchaser may determine the price for degraded equipment (Financial penalty = Price – price determined for degraded equipment) himself and/ or through a committee. Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD; and iii) Withdrawal of TSEC/ IA issued by QA Circle.
6	Submission of claims to BSNL against a contract	i) Recovery of over payment from the outstanding dues of Vendor including EMD/ PG & SD etc. and by invoking ' Set off ' clause 21 of Section 5 Part A or by any other legal tenable manner. ii) Banning of Business for 3 years from date of issue of banning order or till the date of recovery of over payment in full, whichever is later.
(a) for amount already paid by BSNL .		
(b) for Quantity in excess of that supplied by Vendor to BSNL.		
c) for unit rate and/ or amount higher than that approved by BSNL for that purchase.		
Note 5:- The claims may be submitted with or without collusion of BSNL Executive/ employees.		

Note 6:- This penalty will be imposed irrespective of the fact that payment is disbursed by BSNL or not.		
7	Network Security/ Safety/ Privacy:- If the vendor tampers with the hardware, software/ firmware or in any other way that	<p>i) Termination of PO/ WO.</p> <p>ii) Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order.</p> <p>iii) Recovery of any loss incurred on this account from the Vendor from its PG/ SD/ O/s bills etc.</p>
	b) Disrupts/ Sabotages functioning of the BSNL network equipments such as exchanges, BTS, BSC/ MSC, Control equipment including IN etc., transmission equipments but not limited to these elements and/ or any other TSP through BSNL.	Legal action will be initiated by BSNL against the Vendor if required.
	c) tampers with the billing related data/ invoicing/ account of the Customer/ User(s) of BSNL and/ or any other TSP(s).	
	d) hacks the account of BSNL Customer for unauthorized use i.e. to threaten others/ spread improper news etc.	
	e) undertakes any action that affects/ endangers the security of India.	
8	If the vendor is declared bankrupt or insolvent or its financial position has become unsound and in case of a limited company, if it is wound up or it is liquidated.	<p>i) Termination/ Short Closure of the PO/ WO. ii) Settle bills for the quantity received in correct quantity and quality if pending items do not affect working or use of supplied items. iii) No further supplies are to be accepted except that required to make the already supplied items work. iv) In case of turnkey projects, If the material is commissioned and is usable without any degradation of performance, then settle bills for the acceptable equipment/ material (or its part). v) In case of turnkey projects, if the material is inducted in network & it is not possible to return it and/ or material is acceptable with degraded performance, the purchaser may determine the price for degraded equipment (Financial penalty = Price – price determined for degraded equipment) himself and/ or through a committee.</p>

S. No.	Defaults of the bidder / vendor.	Action to be taken
A	B	C
8 con-td.		Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD.
9	In the event of the vendor, its proprietor, Director(s), partner(s) is / are convicted by a Court of Law following prosecution for offences involving moral turpitude in relation to the business dealings.	i) Termination/ Short Closure of the PO/ WO. ii) Settle bills for the material received in correct quantity and quality if pending items do not affect working or use of supplied items. iii) No further supplies are to be accepted except that required to make the already supplied items work. iv) In case of turnkey projects, If the material is commissioned and is usable without any degradation of performance, then settle bills for the acceptable equipment/ material (or its part). v) In case of turnkey projects, If the material is inducted in network & it is not possible to return it and/ or material is acceptable with degraded performance, the purchaser may determine the price for degraded equipment (Financial penalty = Price – price determined for degraded equipment) himself and/ or through a committee. Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD.
10	If the vendor does not return/ refuses to return BSNL's dues:	i) Take action to appoint Arbitrator to adjudicate the dispute.
	a) in spite of order of Arbitrator.	i) Termination of contract, if any. ii) Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL from date of issue of banning order or till the date by which vendor clears the BSNL's dues, whichever is later. (continues)
		iii) Take legal recourse i.e. filing recovery suite in appropriate court.
	b) in spite of Court Orders.	i) Termination of contract, if any. ii) Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL from date of issue of banning order or till the date by which vendor clears the BSNL's dues, whichever is later.
11	If the Central Bureau of Investigation/ Independent External Monitor (IEM) / Income Tax/ Sales Tax/ Excise / Custom Departments recommends such a course	Take Action as per the directions of CBI or concerned department.

12	The following cases may also be considered for Banning of business:	i) Banning of business for 3 years which implies Barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order.
a)	If there is strong justification for believing that the proprietor, manager, MD, Director, partner, employee or representative of the vendor/ supplier has been guilty of malpractices such as bribery, corruption, fraud, substitution of tenders, interpolation, misrepresentation with respect to the contract in question.	
b)	If the vendor/ supplier fails to execute a contract or fails to execute it satisfactorily beyond the provisions of Para 4.1 & 4.2.	
c)	If the vendor/ supplier fails to submit required documents/ information, where required.	
d)	Any other ground which in the opinion of BSNL is just and proper to order for banning of business dealing with a vendor/ supplier.	
Note 7: The above penalties will be imposed provided it does not clash with the provision of the respective tender.		
Note 8: -In case of clash between these guidelines & provision of invited tender, the provision in the respective tender shall prevail over these guidelines.		
Note 9: Banning of Business dealing order shall not have any effect on the existing/ ongoing works/ AMC / CAMC which will continue along with settlement of Bills.		

DECLARATION

I (authorised signatory) hereby declare that the tender document submitted has been downloaded from the website <http://www.chennai.bsnl.co.in> or <https://www.tenderwizard.com/> BSNL and no addition / deletion / correction has been made in the contents of tender documents downloaded.

Thanking you,

Yours faithfully,

SIGNATURE OF BIDDER
WITH SEAL

******END OF THE E-TENDER DOCUMENT**