



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

Office of the General Manager (HR&ADMN)  
CHENNAI TELEPHONES  
89, Millers Road, Kilpauk, Chennai – 600010.

**On line-Tender Document**

**NIT No. 02 / DGM (HR&Admn) / CHTD / 2019-20 dated 17.07.2019**

**Name of work :** E Tender document for EOI for Infrastructure maintenance at selected Locations in Chennai Telephones including rural area at Regional Telecom Training Centre, Maraimalai Nagar for the year 2019-2020

Single stage bid  
(Two stage opening –Technical & Financial Bid)

**Tel. No. 044-26422340 / 26425400**



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**NOTICE INVITING TENDER**

**NIT No. 02 / DGM (HR&Admn) / CHTD / 2019-20 dated 17.07.2019**

**Name of work :** : E Tender document for EOI for Infrastructure maintenance at selected Locations in Chennai Telephones including rural area at Regional Telecom Training Centre, Maraimalai Nagar for the year 2019-2020

Estimate cost of tender : Rs. 35,00,000/-

Cost of tender document : Rs. 1180/-

Bid Security/EMD : Rs. 70,000/-

Online Tender conducted through: **www.tenderwizard.com/BSNL**

Contract period : One year

Certified that this Draft NIT contains 63 pages only

Asst General Manager (ESTT)  
BSNL, Chennai Telephones  
Chennai-10

Dy General Manager (HR/ADMN)  
BSNL, Chennai Telephones  
Chennai-10

N.I.T approved for Rs. 35,00,000 (Thirty Five lakhs only)

General Manager (HR&ADMN)  
BSNL Chennai Telephones  
Chennai – 10

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# भारत संचार निगम लिमिटेड

( भारत सरकार का उपक्रम )

## BHARAT SANCHAR NIGAM LIMITED

(A Govt. of India Enterprise)

CHENNAI TELEPHONES

### SECTION – I (Part-A)

#### NOTICE INVITING E TENDER

**NIT No. 02 / DGM (HR&Admn) / CHTD / 2019-20 dated 17.07.2019**

The General Manager (HR&ADMN), BSNL, Chennai Telephones on behalf of Bharat Sanchar Nigam Limited invites on line rate bids from interested parties for maintenance and upkeep of telecom infrastructure at selected sites in Chennai Telephones including rural area at Regional Telecom Training Centre, Maraimalai Nagar.

Tender document available online for downloading	From 11:00 hrs of 17-07-2019 to 14:00 hrs of 07-08 -2019
Last date & time submission of online	Upto 14:30 hrs of 08 - 08 -2019
Last date & time submission of offline documents	Upto 14:30 hrs of 08 - 08 -2019
Date & time of opening of Technical bid	At 15:00 hrs of 08 - 08 -2019
Cost of tender document	Rs. <u>1,180</u> /- only
Estimated cost in Rupees.	Rs. 35,00,000/- (Rupees Thirty Five Lakhs only)
Cost of bid security	Rs. <u>70,000</u> /- only

#### **Eligibility Requirements**

1. The bidder / contractor must have a turn over of not less than **One Crore** for the similar works during each of the preceding 2 financial years.
2. For the purpose of para 1, the word 'similar works' means supply of manpower for infrastructure maintenance on monthly hire basis to any PSU / Central / State Govt / other Govt. autonomous body.

3. The intending bidders shall have experience of supply of manpower for infrastructure maintenance to any PSU / Central / State Govt. / other Govt. autonomous body during the past three years ending last day of the month previous to the one in which the tenders are invited under this NIT. The bidder shall produce the experience certificate issued by an officer not below the rank of DGM for having satisfactorily executed supply of manpower for infrastructure maintenance .

4. **No physical copy of the tender document would be sold as the proposed tendering is through on line.** BSNL has engaged e-portal maintained by M/S ITI, New Delhi for process of online tendering. The bidders intending to participate in the tender shall get themselves registered with ITI, New Delhi. For further details kindly visit website **www.tenderwizard.com/BSNL**.

5. The bid document consisting of schedule of quantities of various types of items to be executed, terms and conditions of the contract to be complied with and other necessary documents can be seen & downloaded from the website **www.tenderwizard.com/BSNL** or **www.chennai.bsnl.co.in at free of cost**. The bidder participating in the tender/bid shall submit the cost of tender/bid document of Rs 1,180/- through DD/Banker's cheque failing which the tender/bid shall be left unopened/rejected. The DD/Banker's cheque shall be drawn from any Nationalized/Scheduled bank in favour of **“AO(C&A)HQ, BSNL, Chennai Telephones”** and payable at Chennai.

6. Bidders must register on the e-tender portal, if not registered earlier, follow all the instructions for participating in the bidding of the tender. The bidders cannot participate in the tender without downloading official copy of the tender document. **The Tender document shall not be available for download after its submission/closing date.**

7. **EMD / bid security** :Bidders shall deposit bid security for Rs. 70,000/- in the form of DD / Banker's cheque / Bank Guarantee along with the bid.

- a) The bidder shall furnish the above EMD in any one of the following ways:
- b) Demand Drafts/Banker's Cheque drawn in favour of **“AO (C&A)HQ, BSNL, Chennai Telephones”** and payable at Chennai.
- c) Bid Security Bond as prescribed in format given in under **(Annexure-3)** from a scheduled bank drawn in favour of Deputy General Manager (HR&ADMN), Chennai Telephones Chennai which should be valid for 210 days from the tender opening date.
- d) The MSE units are exempted from submission of bid security deposit on production of requisite proof in respect of valid certification from MSME for the tendered item/work.

8. A pre bid meeting will be held on 26- 07 -2019 at 12:00 hours at the office of the Deputy General Manager HR&ADMN), Chennai Telephones, 89, Millers Road, Chennai 600 010 to clarify the doubts, if any and to answer questions on any other matter that may be raised at that stage as stated in **para 5 of section II (part A)**.

9. The electronic bidding system would not allow any late submission of bids after due date & time as per server time. The offline documents shall not be accepted after the last date and time specified in the bid document.

10. **Opening of on line bids:** 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 authorized representatives of bidders can attend the Public Online Tender Opening Event (TOE) from the comfort of their offices. However, if required, authorized representatives of bidders (i.e. Supplier organization) can attend the TOE at the O/o Deputy General Manager (HR&ADMN), BSNL Chennai Telephones, 89, Millers Road,Kilpauk, C hennai-600010,where BSNL's Tender Opening Officers would be conducting Public Online Tender Opening Event (TOE).**The date and time of opening of Technical bid is 08 / 08 / 2019 at 1500 hrs.** The date and time of opening of financial bid shall be communicated to technically qualified bidders later on.

**Note:-**In case the date of opening of bid is declared to be a holiday or unforeseen internet failure at the opening venue on the scheduled opening date, the date of opening of bid will get shifted automatically to next working day at the same scheduled time. However, in the absence of such notification, the bids shall be opened on the next working day but time and venue shall remain unaltered. Any change in bid opening date due to any other unavoidable reason will be intimated to all the bidders separately.

10.1. At the time of opening the bids, initially offline submitted envelopes (as mentioned at Section-II Part A para 14) of all bidders will be opened. The Electronic envelope consisting of Technical bid & Financial bid of only those bidders will be opened who would have submitted required documents as offline submissions as per para 1 of Section-II Part A in a sealed envelope bearing tender number, name of item )".

11.The competent authority on behalf of Bharat Sanchar Nigam Limited does not bind himself to accept the lowest or any other tender and reserves the right to reject any or all the tenders received without assigning any reason. Tender in which any of the prescribed conditions is not fulfilled or any condition including that of conditional rebate is put forth by the tenderer shall also be summarily rejected.

12.The bidder shall furnish a declaration that no addition /deletion/corrections have been made in the downloaded E tender document being uploaded and it is identical to the E tender document appearing as on the tender Portal <https://www.tenderwizard.com/BSNL>

13. In case of any correction/ addition/ alteration/ omission found in the E tender document, the tender bid shall be treated as non-responsive and shall be rejected summarily.

14.BSNL reserves the right to disqualify such bidders who have a record of not meeting contractual obligations against earlier contract entered into with BSNL and blacklist such bidder for a suitable period in case they fail to honour their bid without sufficient reasons.

15. The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the service and of the rates except as otherwise provided, cover all his obligations under the Contract and all matters and things necessary for the proper completion of service.

16. If there are varying or conflicting provisions made in any one document forming part of the contract, is accepted ie. the accepting authority with regard to the intention of the document and his decision shall be final and binding on the contractor.

17.The entire bid-(technical bid and financial bid) submission would be online on the portal of M/s ITI Limited <https://www.tenderwizard.com/BSNL> as detailed in **sec. II-Part A.**

18. For further instructions regarding submission of bids online, the bidder shall visit the homepage of the portal (<https://www.tenderwizard.com/BSNL>).

**Note:-** All documents submitted in the on line bid offer shall preferably be in English. In case the certificate viz. experience, registration etc. is issued in any language other than English, the bidder shall attach an English version of the same duly attested by the bidder & the translator to be true copy in addition to the relevant certificate. Utmost care to be taken to scan documents so that the total size of documents to be uploaded remains minimum. If required, documents may be scanned at lower resolutions say at 150 DPI, however, it shall be the sole responsibility of bidder that the uploaded documents remain legible.

Asst. General Manager (ESTT)  
BSNL, Chennai Telephones  
89, Millers Road, Chennai-600 010

**SECTION - I (Part B)****Press Notice (shall not be part of NIT)**

**भारत संचार निगम लिमिटेड**  
(भारत सरकार का उपक्रम)

**BHARAT SANCHAR NIGAM LIMITED**  
(A Govt. of India Enterprise)

**CHENNAI TELEPHONES**

**Notice Inviting Online Tender**

**NIT No. 02 / DGM (HR&Admn) / CHTD / 2019-20**

The General Manager (HR&ADMN), BSNL, Chennai Telephones on behalf of Bharat Sanchar Nigam Limited invites on line bids from interested parties for maintenance and upkeep of telecom infrastructure at selected Sites in Chennai Telephones including rural area at Regional Telecom Training Centre, Maraimalai Nagar for the year 2019-2020.

Tender document available online for downloading	From 11:00 hrs of 17 - 07 -2019 to 14:00 hrs of 07 - 08 - 2019
Last date & time submission of online	Upto 14:30 hrs of 08 - 08 - 2019
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Date & time of opening of Technical bid	At 15:00 hrs of 08 - 08 - 2019
Cost of tender document	Rs. <u>1,180</u> /- only
Cost of bid security	Rs. <u>70,000</u> /-only

The bid forms and other details can be obtained from the E tender procurement Portal <https://www.tenderwizard.com/BSNL> and also in [www.chennai.bsnl.co.in](http://www.chennai.bsnl.co.in)

ASSISTANT GENERAL MANAGER (ESTT)  
BSNL, Chennai Telephones.  
Tel: 044- 26425400 /FAX:26421616

**(End of Section - I)**



## SECTION – II (Part-A)

### General Tender conditions

1. **Type of tender:** Single stage bidding but two stage opening i.e. technical & financial bid separately. The eligibility-cum-technical bid will be opened in the presence of the representatives of the bidders at the time and date mentioned in **section-I (Part-B)** of NIT. Financial bids of technically qualified bidders shall be opened at a later date under intimation to all technically qualified bidders. The time, date and venue of the opening of financial bid will be intimated only to those technically qualified bidders. No correspondence in this regard will be entertained.

2. **The BSNL shall have the right to e-reverse the price bid after opening of the financial bid in case the rate quoted by the lowest bidder is found to be abnormally very low / high.**

3. **Bid validity period:** The bid shall remain **valid for 180** days from the date of opening of the bid and the bid valid for a shorter period shall be rejected by the BSNL as non-responsive. However, all the bidders in the zone of consideration shall extend the validity of the bid if required by BSNL due to any administrative reasons. A bidder accepting the request of BSNL for an extension validity of bid period, in exceptional circumstances, will not be permitted to modify his/their bid.

4. The entire bid-submission shall be online on the portal of M/s ITI Ltd <https://www.tenderwizard.com/BSNL>. The bidder is requested to examine all instructions, forms, terms and conditions in the bid documents. Failure to furnish all the information required as per bid document shall result in rejection of the bid.

5. **Pre bid meeting:** The electronic bidding system provides for online clarification. A prospective bidder requiring any clarification may notify online to the authority inviting the bid. However, the BSNL has arranged to hold a pre bid meeting for the benefit of the prospective bidders for understanding the various requirement of the bid which would be held on 26 - 07 - 2019 at 11 hours at office of the Deputy General Manager (HR & Admn), BSNL, 89, Millers road, Chennai 600 010. The authority inviting bid will respond to any request(s) for clarification received upto 14.00 Hours on 24- 07 -2019. Description of clarification sought and the response of the authority inviting the bid will be issued during pre bid meeting and uploaded for information of the public or other bidders without identifying the source of request for clarification.

5.1 The bidder or his official representative is invited to attend the pre-bid meeting which will take place at office of the Deputy General Manager (HR & Admn), BSNL, 89, Millers road, Chennai 600 010

5.2 The purpose of the meeting will be to clarify queries and to answer queries on any matter that may be raised at that stage with respect to the tender.

5.3 Minutes of the meeting, including the text of the queries raised (without identifying the source of enquiry) and the replies given will be uploaded on the website. Any modification of the bidding documents which may become necessary as a result of the pre-bid meeting shall be made by the BSNL exclusively issued as an addendum and not through the minutes of the pre-bid meeting.

5.4 Before the deadline for submission of bids, the BSNL may modify the bidding documents by issuing online corrigendum, if any. The corrigendum will appear on the web

page of the website [www.tenderwizard.com/BSNL](http://www.tenderwizard.com/BSNL) in under “Latest Corrigendum” and email notification is also automatically sent to those bidders who have downloaded bid.

5.5 Any addendum thus issued shall be part of the bid document and deemed to have been communicated to all the bidders who have downloaded the bid. In case of any addendum /corrigendum, the system will automatically send e-mails to all the bidders who have downloaded the bid document.

5.6 BSNL shall extend the last date for submission of bid, if necessary, specified in **section I (part B)** to give reasonable time to prospective bidders to finalize the tender by taking such addendum in to account.

6. **Post bid clarification:** No post bid clarification at the initiative of the bidder shall be entertained. However the BSNL at their own discretion may call for any clarification regarding the bid document within a stipulated time, if any after opening of technical bid. In case of non-compliance to such clarification, the bid shall be out rightly rejected without entertaining further correspondence in this regard.

**7. Modification and withdrawal of bid:**

a) The bidder may modify, revise or withdraw his/their bid after submission prior to deadline prescribed for submission of bid subject to the e-tender platform procedures.

b) The bidder’s modification, revision or withdrawal shall have to be online and digitally authenticated as per **para 8 to 11 of this section**.

c) Subject to clarification of bids vide **para 5 & 6** above, no bid shall be allowed for modification subsequent to the deadline for submission of bids.

8. **Technical bid submission (Online only) :** List of mandatory documents to be uploaded under **technical bid** for meeting **eligibility criteria**. Tender shall be summarily rejected, if any of the following documents are not uploaded.

a) Digitally signed bid document including corrigendum and addendum, if any downloaded from <https://www.tenderwizard.com/BSNL> for having read the terms & conditions of the bid.

b) Scanned copy of DD/ Banker’s Cheque –Towards bid security.

c) Scanned copy of DD/ Banker’s Cheque –Towards cost of bid document.

d) Scanned copy of proof of having requisite valid experience certificate issued by an officer not below the rank of Deputy General Manager or equivalent of any PSU / Central / State Govt. or reputed Private Ltd. Companies for having satisfactorily executed the contract of similar works during the past two years as specified in **para 1 of Section-I (Part-A)**.

e) Scanned copy of current registration certificate issued by MSME/NSIC for the similar nature of this tender against claiming exemption of bid security & cost of tender document, if applicable.

f) Scanned copy of GST registration certificate.

g) Scanned copy of Income Tax Permanent account number.(PAN)

h) Scanned copy of Income tax return filed for the past two years.

i) No near relative certificate duly filled in as required under **Clause No. 12 of Section IV** as per format given at **Annexure – 7**.

j) Declaration duly filled in regarding non-blacklisted/ not debarred from participating in tender of BSNL as per **Annexure – 9**.

k) Self-declaration that the bidder is not blacklisted by GST authorities.

l) ESI/EPF Registration Certificate.

m) Latest valid Labour License Registration from Labour Commissioner for Operating this type of services.

9. List of documents to be scanned and uploaded for technical bid evaluation.

- a) Self-declaration to the effect that the bidder has a local office at Chennai duly indicating the local business address, phone number, email id etc;
- b) Certificate of incorporation, Article or Memorandum of Association or Partnership deed or Proprietorship deed as the case may be.
- c) Bid form duly filled in, as per **Annexure - 1**.
- d) Self-declaration to the fact that no addition / deletion / corrections have been made in the uploaded E tender document.
- e) Tenderer's profile duly filled in, as per **Annexure- 2** of the tender document.
- f) Solvency certificate from the banker of the tenderer obtained after the date of NIT.

**10. Financial bid submission (Online only) :** The bidder shall quote rate by downloading the financial schedule available in the portal and shall upload the same after filling the rates in the respective cells. No cell of the respective plan which he/they desire to quote shall be left blank as the same shall lead to summary rejection of the bid. No hard copy of financial bid required to be submitted. The format for financial bid shall not be changed in any manner. Addition / deletion / alteration of the text will automatically render the tender invalid and liable for rejection.

11. The bidder shall submit his/their bid online complying with all eligibility conditions other terms and conditions of tender document along with the clarifications and amendments issued in this respect, if any. All the documents must be authenticated using digital signature by the authorized person.

**12. Submission of bid:**

a) Bid must be submitted only online by the bidders on or before the specified date and time indicated in **NIT**.

b) The BSNL may, at its discretion, extend this deadline for the submission of bid, if necessary, by amending the bid document in accordance with **para 5 under this Section**.

**13. Late bid:** No bid shall be accepted online by E-tender Portal after the specified deadline for submission of bids prescribed by the purchaser.

**14. Offline submission of technical bid document:** List of hard copy of documents in original to be submitted offline in sealed separate cover to the AGM (Estt) BSNL Chennai Telephones, 89, Millers Road, Kilpauk, Chennai – 600010, on or before the date & time of submission of bids as specified in the NIT.

- a) Demand drafts/Banker's cheque towards bid security.
- b) Demand drafts/Banker's cheque towards cost of tender document.
- c) Declaration duly signed under his/their signature as to the fact that no addition/deletion/correction have been made in the downloaded E tender document while uploading the same and it is identical to the E tender document appearing E tender Portal.
- d) Scanned copy of current registration certificate issued by MSME/NSIC for the similar nature of this tender against claiming exemption of bid security & cost of tender document, if applicable.

15. **Bid security / EMD** : The duly filled bid must be accompanied with Bid security/ EMD for Rs. 70,000/-as specified in **para 7 of section-I (part A)**. In case the EMD is submitted in the form of **Bank Guarantee**, the same shall be valid for 210 days from the date of tender opening as per format given at **Annexure – 3**.

16. **Refund of EMD / bid security** : EMD / bid security of the lowest (L1) bidder shall be discharged after receipt of performance guarantee. EMD / bid security of other bidders in the zone of consideration shall be discharged either on receipt of their denial of offer of acceptance of their tender at L1 rate or receipt of the performance guarantee from them.

17. **Forfeiture of bid security**: The bid security shall be forfeited under the following conditions :-

- a) If bidder withdraws his/their bid during the validity of the bid as specified in the bid form.
- b) If the successful bidder fails
  - i) to sign contract in accordance with **para 26 under this Section**.
  - ii) to furnish performance guarantee in accordance with **clause 1 of Section IV**

18. **Venue of tender opening**: Tender shall be opened in the Office of DGM (HR&ADMN), BSNL Chennai Telephones, 89, Millers Road, Kilpauk, Chennai – 600010 at 1500 hours on the due date.

19. **Bid opening**: The purchaser (BSNL) shall open the bids in the presence of the authorized representatives of bidders on line who choose to attend at the time & date specified in the NIT. The bidder's representatives, who choose to present there, shall sign in the tender opening register. Authorization letter to be submitted before bid opening in the prescribed format as given in **Annexure-5** to allow their representative to participate in the bid opening. Maximum two representatives of any bidder can be authorized and permitted to attend the bid opening.

20. **In single bid** on-line bidding system, the bids shall be opened in 2 stages i.e. the technical bid shall be opened on the date of tender opening specified in the NIT. The financial bid shall be opened thro' online only after technical bid evaluation of the bids by BSNL. The Tender Evaluation Committee shall evaluate Technical bids. Financial bids of the technically qualified bidders shall be opened on-line at a later date by BSNL, Chennai Telephones in front of technically qualified bidders/authorized representatives after due intimation to them.

21. **Bid evaluation**:—The technical bid evaluation shall be carried out by scrutiny of documents submitted along with technical bid as part of eligibility criteria as specified in **para 8, 9, & 14 under this Section**.

22. The purchaser (BSNL) shall reject the tender summarily, if, bid received is not in accordance with the prescribed procedure and such bid shall be kept unopened.

23 **Distribution of service under multiple bidders** : The purchaser intends to limit the number of technically and commercially responsive bidders to one (1) from the list of such bidders arranged in increasing order of their quoted rate starting from the lowest for the purpose of placing order against this tender under each Plan separately. If more number of bidders become L1, quantity of work will be equally shared among the bidders after obtaining the acceptance from the technically eligible bidder. The quantity of allocation to L-1 and other bidders shall generally be in accordance with guidelines of BSNL corporate office as envisaged in the Procurement Manuel for Telecom equipment and stores and are furnished below in respect of this tender.

**Distribution of quantities among first three lowest bidders of the tender with or without the participation of MSE bidders under each plan.**

Table - A			
No. of bidders to be approved	Quantity allotted to the respective bidder		
	L-1	L-2	L-3
One bidder	100%	NIL	NIL
Two bidders	60%	40%	NIL
Three bidders	50%	30%	20%

Table - B				
No. of bidders to be approved	Quantity allotted to the respective bidder			
	L-1	L-2	L-3	MSE bidder(s)
One bidder	80%	NIL	NIL	20%
Two bidders	48%	32%	NIL	20%
Three bidders	40%	24%	16%	20%

**Note :**

- The allocation of quantity shall be made as per table A when all L-1, L-2, L-3 are happen to be non-MSE bidders and there is no qualified MSE bidder.
- The allocation of quantity shall be made as per table A when all L-1, L-2, L-3 are happen to be MSE bidders.
- The allocation of quantity shall be made as per table B when qualified bidders are from both MSE & non-MSE group.
- In case of one MSE registered bidder get qualified in the tender then, **Table - B** shall be followed. In case, there are more than one MSE bidders get qualified whose quoted rate is within + 15% of L-1 rate, then 20% reserved quantity shall be distributed amongst such MSE bidders.
- The MSE bidders become entitled to get the concession of allocation of quantity when the quoted rate is within + 15% of L-1 rate.
- In the event of any of the qualified bidder(s) not agreeing for infrastructure maintenance work or not being considered by BSNL for awarding infrastructure maintenance work, inter-se ranking of the bidders below the aforesaid bidder(s) shall be recast to fill up the vacated slot(s). This shall be done to ensure that the number of bidders on whom the supply order to be placed remains same as specified in the tender.
- The approved rates of L1 shall be applicable to all bidders when the work is awarded under the above said conditions, at which award letter shall be issued to all the other bidders, as per the quantities mentioned above under **para 1 of Section-II (Part-B)**.

**24. Award of Contract**

BSNL shall consider placement of letter of intent to those bidders whose offers have been found technically and financially acceptable. The bidder shall within 2 weeks of issue of letter of intent, give his acceptance along with performance security in conformity with **clause 1 of Section-IV** and as per format shown in **Annexure-4** of bid document.

25. The contractor shall be furnished, free of cost one certified copy of the contract documents. None of these documents shall be used for any purpose other than that of this contract.

## 26. Signing of Contract

The successful tenderer/contractor on acceptance of his/their tender by the Accepting Authority shall, within 15 days of award of work sign the contract consisting of:-

The notice inviting tender, all other documents forming part of the bid document as uploaded in the tender portal <https://www.tenderwizard.com/BSNL> at the time of invitation of tender, addendum, corrigendum, clarifications, if any issued time to time till the acceptance of the tender together with any other correspondences leading thereto. Signing of agreement shall constitute the award for EOI Infrastructure Maintenance contract to the bidder.

The successful tenderer to whom the contract is awarded shall produce the following documents in connection with various statutory / regulatory Acts issued by Government authorities from time to time for complying with labour welfare measures.

- (a) EPF Registration Certificate.
- (b) ESI Registration Certificate.
- (c) Labour licence certificate.

## 27. Annulment of award

The BSNL shall have the right to award the whole or part of the work to any other bidder following the failure of the successful bidder to comply with the requirement of **para 26 under this Section** and annulment of the award by forfeiture of his / their EMD / bid security.

## 28. Power of Attorney

(a) The power of Attorney shall be submitted and executed on the non-judicial stamp paper of appropriate value as prevailing in Tamilnadu State and the same be attested by a Notary public or registered before Sub-registrar of the Tamilnadu State.

(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/ Corporate.

(c) In case of the bidder being a firm, the said Power of Attorney shall be executed by all the partner(s) in favour of the said power of 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 furnished.

## 29. Definitions:

a)The **Contract** means the documents forming the tender and acceptance thereof and the formal agreement executed between the competent authority on behalf of the Bharat Sanchar Nigam Limited and the Contractor, together with the documents referred to therein including these conditions, the specifications, designs, drawings and instructions issued from time to time by the Engineer-in-Charge and all these documents taken together, shall be deemed to form one contract and shall be complementary to one another.

b)In the contract, the following expressions shall, unless the context otherwise requires, have the meanings, hereby respectively assigned to them:-

i) **Purchaser** shall mean the BSNL, Chennai Telephones.

ii)The **Contractor/service provider** shall mean the individual, firm or company, whether incorporated or not, undertaking the works and shall include the legal personal representative of such individual or the persons composing such firm or company, or the successors of such firm or company and the permitted assignees of such individual, firm or company.

- iii)The **Bharat Sanchar Nigam Limited / BSNL** shall mean Bharat Sanchar Nigam Limited, (A Government of India Enterprise) having its registered office at Bharat Sanchar Bhavan, Harish Chandra Mathur Lane, New Delhi-110001 and shall include their legal representatives, employees and permitted assigns.
- iv)The **Engineer-in-Charge** means the DGM (HR & Admn) who shall sign the **agreement** on behalf of the **Bharat Sanchar Nigam Limited**.The authorised representative of **Engineer-in-Charge** i.e., the user shall supervise and be in-charge of the work.
- v)**Government** or **Government of India** shall mean the Bharat Sanchar Nigam Limited.
- vi)**Accepting Authority** shall mean the GM (HR & Admn).
- vii)**Department** means Bharat Sanchar Nigam Limited and shall include their legal representatives, employees and permitted assigns. who invite tenders on behalf of BSNL.
- viii)**Tendered Value** means the value of the entire work as stipulated in the letter of award.
- ix)The **date of award of work** shall denote the date of issuance of communication of acceptance of the tender.

Where the context so requires, words imparting the singular only also include the plural and vice versa. Any reference to masculine gender shall whenever required include feminine gender and vice versa.

**SECTION – II (Part-B)****SCOPE OF WORK**

1. The bidder is required to maintain the BSNL Infrastructure at selected locations (as detailed below) in Chennai Telephones including rural area at Regional Telecom Training Centre, Maraimalai Nagar through their supervisor.

Sl.No	Name of the Unit with the Address	GM Zone	Category	No of Shifts required per day
1	O/o CGM, 78, P H ROAD, CHENNAI-600010	HR/A	URBAN	3
2	O/O DGM(HR/A), 89,MILLERS ROAD, CHENNAI-600010	HR/A	URBAN	2
3	RTTC OFFICE & HOSTEL, SIDCO INDUSTRIAL ESTATE, PERIYAR SALAI, MARAI MALAI NAGAR-603209	HR/A	RURAL	3

Proposed Shift timings are:

- i. Shift I: 06:00 to 14:00 hrs
- ii. Shift II: 14:00 to 22:00 hrs
- iii. Shift III: 22:00 to 06:00 hrs
- iv. Shift IV: 10:00 to 18:00 hrs

2. Service provider shall maintain the BSNL Infrastructure at selected locations in Chennai Telephones including rural area at Regional Telecom Training Centre, Maraimalainagar. The essence of the contract is to provide Prompt, Punctual, Efficient, Safe, Courteous and Quality of Service.

3. Duty hours for maintaining the BSNL infrastructure is as per the proposed shift timing given above.

4. General security of Staff and Property of BSNL in the BSNL Office premises.

5. Restricting entry only to the authorized persons inside the BSNL Office premises.

6. Protection of both movable and immovable property of BSNL within premises and any other place where duty has been assigned.

7. Opening & closing of gate as and when required. & restricting entry of any animals in the BSNL premises.

8. Prevention of encroachment in BSNL premises and removal of such encroachment, if any.

9. Patrolling of BSNL premises round the clock.

10. Assistance and protection to Staff and Property of BSNL during Strike/Riot, labour unrest, Unlawful assembly of outsider & law and order problems,.

11. Providing Special security arrangements during Cultural programmes, Sports activities or any other activities within the BSNL premises.

12. Locking and Unlocking of all the buildings in the BSNL premises as per directions of Office-in-charge where ever applicable & practicable.

13. Filling of diesel in DG sets and maintaining log book of diesel. (Diesel shall be issued by BSNL not part of this contract)

14. Starting/stopping of DG set in case of power failure and auto start up failure and making necessary entries in the log book.

15. Switching on and switching off of Air Conditioners.

16. Cleaning of power plant, DG, battery, firefighting equipment & other equipment at BSNL premises.



17. Answering of telephone, noting of complaints and passing information immediately to specified authority (building-in-charge).
18. Custodianship of BSNL property with control of all keys which shall be issued to the contractor during the time of infrastructure maintenance.; Movement of any material from and to the BSNL Office premises is to be allowed only with a written permission of site in charge. Ensuring that the property of BSNL is not tampered with
19. The contractor shall provide the manpower services on demand under special circumstances ie., other than the routine deployment of security personnel for which compensation shall be given on pro rata basis of approved tender rate.
20. Informing BSNL officer in charge about any alarm/ fault message immediately.
21. Help in testing of fire alarm, firefighting equipment etc; when desired by officer in charge.
22. Operation of motor water pump for pumping water from bore well or underground sump as and when required.
23. Watering the garden, if any as and when required.
24. Any other works which shall be incidental in nature related to proper up keep of the BSNL premises.

**(End of Section - II)**

### SECTION – III

#### Special conditions

(i) **Statutory Requirements-** The service provider shall have the registration with EPF, ESI Code, GST, PAN etc. In case, the service provider does not possess any or all the above, they shall obtain the same, if required under any law to execute this service within one month of commencement of contract.

(ii) The service provider shall be solely responsible for payment of wages/salaries and other benefits, if any, to their employees that might become applicable under any Act or Order of the Govt. The Service Provider shall indemnify BSNL against any/all such claims which may arise under the provisions of various Acts, Government Orders etc. Further, any breach of such laws or regulations shall be deemed to be breach of this contract.

(iii) **Engagement of minor personnel:** The bidder shall not engage any person below 18 years of age as work force for maintenance of BSNL infrastructure.

(iv) Service Provider shall be responsible for any direct or indirect liability arising out of negligence, loss, if any, caused to BSNL shall be suitably compensated by Service Provider.

(v) Service Provider shall be responsible for theft, burglary, fire, damage of BSNL Properties due to unforeseen reasons or any mischievous deeds by his staff.

(vi) Service Provider shall be the employer for their employees and BSNL shall not be held responsible either fully or partially for any dispute that may arise between the service provider and their employees.

(vii) **Verification of documents and certificates:** The bidder shall verify their documents for their genuineness and correctness of their own documents and also certificates /documents like experience /performance certificates issued by any other firm/associates before submitting them in the bid. The onus of providing genuineness of the submitted documents shall rest with the bidder.

(ix) **Telephones/Mobile Nos. -** Telephone number / Mobile number of EOI personnel must be provided by the Service provider.

(x) **Identity Cards -** Proper identity cards must be provided by the Service provider after verifying the antecedents of their work force thro' Local Govt. offices.

(xi) The authorities of BSNL shall place an order for their requirement on the official work order and will receive acknowledgement from the Service Provider for infrastructure maintenance. It is anticipated that the Service Provider shall comply with infrastructure maintenance work to these authorities on regular basis until such time the contract is valid and the parties in agreement are satisfied with the performance of the contract.

(xii) The Service Provider agrees with the BSNL and with each authority competent to order that every work under this contract shall be subject to the terms of this agreement for infrastructure maintenance and in the event of a conflict between these terms and the terms in work order, the terms of this agreement for infrastructure maintenance shall prevail.

(xiii) This contract is subject to the jurisdiction of courts at Chennai only.

#### Responsibilities of Contractor

a) The contractor shall be responsible for provision of the services at the site premises during the service timings specified for each site. The sites will be classified by BSNL Chennai Telephones into two categories. At each site, the services may be required in one, two, three or four standard (08) eight hour shifts and the proposed shift timings are provided in Section –II (Part-B).

**(b) On Sundays/Holidays the manpower services are to be maintained for 24 hours in respect of offices/Telephone Exchanges where 2 or more persons are employed.**

**(c) However the Competent Authority can decide to change these timings as per local conditions. The requirement of services will be provided by BSNL CHENNAI TELEPHONES.**

(d) This clause is applicable only for sites requiring services as specified in Para 1 of Section – II (Part-B). 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.

**(e) For all telecom sites for which the contract has been given to the contractor, BSNL CHENNAI TELEPHONES 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.**

(f) The contractor is solely responsible for any theft/burglary/damage of any items belonging to BSNL that occurs in site during the contract period. Also the revenue loss and expenditure that incurs due to theft//burglary/damage to any items of BSNL are claimable by BSNL by raising Demand note or will be deducted from the subsequent bills or be claimed from bank guarantee submitted.

**(End of Section – III)**

## SECTION – IV

### GENERAL CONDITIONS OF CONTRACT

#### Clause 1

##### Performance Guarantee

(i) The person/persons whose tender(s) may be accepted (Hereinafter called the Contractor) shall submit an irrevocable **PERFORMANCE GUARANTEE of 10% (Ten Percent) of the tendered amount subject to maximum of rupees five lakhs** for his proper performance of the contract agreement, (not withstanding and/or without prejudice to any other provisions in the contract) within 15 days of issue of letter of acceptance of tender. However, the work (maintenance of infrastructure) if awarded to more than one bidder as per **para 23 of Section-II (Part-A)**, the PBG shall be deposited on pro-rata basis based on the quantum of work (maintenance of infrastructure) allotted to the bidder. This guarantee shall be in the form of Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the form annexed at **Annexure-4**. In case a fixed deposit receipt of any Bank is furnished by the contractor to the BSNL as performance guarantee and the Bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to the BSNL.

(ii) Letter of acceptance of tender shall be issued in the first instance informing the successful tenderer of the decision of the competent authority to accept his tender and the Work award letter shall be issued only after the Performance Guarantee in any of the prescribed form is received. In case of failure of the contractor to furnish the performance guarantee within the specified period, the BSNL shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the earnest money absolutely.

(iii) The performance guarantee shall be initially **valid for a period upto 36 months**. In case the period of tender extended, **vide clause 4 under this section** the contractor shall get the validity of Performance Guarantee extended, at his own cost, to cover such extended period of the contract. After recording the successful completion of the service by the Engineer in charge, the performance guarantee shall be returned to the contractor, without any interest.

(iv) The Engineer-in-Charge shall encash/forfeit performance guarantee (not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of:-

a) Failure by the contractor to pay BSNL any amount due, either as agreed by the contractor or determined under any of the Clauses/ Conditions of the agreement, within 30 days of the service of notice to this effect by Engineer-in-Charge.

b) In the event of the contract being rescinded under provisions of any of the clause/ conditions of the agreement, the performance guarantee shall stand forfeited in full and shall be absolutely at the disposal of the BSNL and shall be encashed at the pleasure of BSNL.

#### Clause 2

##### Determination of contract:

If the Contractor,

a) In case of failure to perform the contract or violation of any condition of the contract by the Service Provider, BSNL shall without prejudice to any other right/remedy which shall have accrued or shall accrue thereafter, terminate the contract, in whole or part, by giving 7 days notice in writing to the Service Provider. Instructions & notices issued in writing and sent to the last known address of business of the Service Provider shall be deemed to have been delivered to the Service Provider.

- b) persistently neglects to carry out his obligations under the contract and/or commits default in complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him by the Engineer-in-Charge; or
- c) shall offer or give or agree to give to any person in Government/BSNL service or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or having been done or forborne to do any act in relation to the obtaining or execution of this or any other contract for BSNL; or
- i) shall obtain a contract with BSNL as a result of wrong tendering or other non-bonafide methods of competitive tendering; or having near relatives of BSNL employees either directly recruited or on deputation as provided under clause 12 of Section IV (GCC) ; or
- j) shall any time be adjudged insolvent or have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction ) under any Insolvency Act for the time being in force or make any conveyance or assignment of his effect of composition or arrangement for the benefit of his creditors or purport so to do, or if any application be made under any Insolvency Act for the time being in force for the sequestration of his estate or if a trust deed be executed by him for benefit of his creditors; or
- k) being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court or the creditor to appoint a receiver or a manager or which entitles the court to make a winding up order; or
- n) signs, transfer, sublets ( engagement of labour on a piece-work basis or of a labour with materials not to be incorporated in the work, shall not be deemed to be subletting) or otherwise parts with or attempts to assign, transfer, sublet or otherwise parts with the entire works or any portion thereof without the prior written approval of the Engineer-in-charge.

Then the Engineer-in-Charge may, without prejudice to his rights against the Contractor in respect of any delay or inferior workmanship or otherwise or to any claims for damage in respect of any breach of the Contract and in addition to any right or remedies under any of the provisions of the Contract or otherwise and whether the date for completion has or has not elapsed, shall by a notice in writing, shall have powers: -

a) To determine the contract as aforesaid (of which termination notice in writing to the contractor under the hand of the Engineer-in- Charge shall be conclusive evidence) upon such determination, the Performance Guarantee, Earnest Money Deposit and security deposit already recovered under the contract shall be liable to be forfeited and shall be absolutely at the disposal of the BSNL.

b) To measure up the work of the contractor, after giving notice to the contractor, and to take such balance or part thereof as shall be un-executed out of his hands and to give it to another contractor to complete the work,

In the event of above course(s) being adopted by the Engineer-in-charge, the contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased or procured any materials or entered into any engagements or made any advances on account or with a view to the execution of the work or the performance of the contract. And in case action is taken under any of the provisions aforesaid, the contractor shall not be entitled to recover or be paid any sum for any work thereof or actually performed under this contract unless and Until the Engineer-in-Charge has certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified.

The contractor, whose contract is determined or rescinded as above, shall not be allowed to participate in the tendering process for the balance work.

### Clause 3

#### Conditions to levy penalty:

**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.

**14.2.3** The contractor is solely responsible for any theft/burglary/damage of any items belonging to BSNL that occurs in site during the contract period. Also the revenue loss and expenditure that incurs due to theft//burglary/damage to any items of BSNL are claimable by BSNL by raising Demand note or will be deducted from the subsequent bills or be claimed from bank guarantee submitted.

### Clause 4

#### Period of Contract:

The contract shall be valid for a period of **one year** and will be extended suo moto on same terms and conditions in step of six months but not more than **one year** subject to satisfactory performance during the previous period by the contractor. This is subject to extension of the Performance Bank Guarantee of same amount or enhanced amount as per the discretion of BSNL CHTD, one month prior to the end of the contract.

### Clause 5

#### Variations:

BSNL shall have power to increase or decrease the required quantity of infrastructure maintenance work up to 50% during the contract period at the same terms and conditions of the contract.

### Clause 6

#### Issue of Uniforms:-

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

### Clause 7

#### Payment of bill:

The payment of bill shall be made within 30 working days from the date of receipt of bill in the O/o Accounts Officer concerned. Monthly bills in respect to infrastructure maintenance on monthly basis shall be submitted in triplicate to the authority specified in contract along with (attendance sheet, ESI/EPF challan with proof of salary deposited, performance certificate, and staff details, etc) duly signed by the contractor by the 5<sup>th</sup> of the following month for payment. In case, the bills are not submitted by the service provider as per above procedure, BSNL shall not be liable for the delay in payment. The payment shall be made through ECS/NEFT/RTGS as per details given by tenderer in **Annexure 10**.

The following enclosures must be attached by the contractor while submitting the bill every month.

- a) Attested copy of attendance sheet for the month.
- b) 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.(salary Statement).
- c) A list of workers (attested copies) engaged against the work order each month.
- d) Attested copies of authenticated documents of payments of such contribution to EPF/ESI along with list of works indicating the EPF/ESI code, amount etc against each EOI(beneficiary) for the previous month/quarters.
- e) Attested copies for amount of EPF contribution (Both employees and employer's) for the period in question paid to EPF authority.
- f) Attested copies of Declaration regarding compliance of the EPF Act 1952 along with the ESI scheme.
- g) Working performance satisfactory report for payment due period.
- h) Appropriate % of Income TAX will be deducted from the bill depending upon the statutory requirement
- i) Payment will be made through ECS. Salary to the employees to be paid before 05<sup>th</sup> of the next month without waiting for the payment to be received from the Principal Employer.
- j) Pay slip of each worker with details of Basic, DA and ESI , Etc,....to be submitted for payment process.
- k) Bonus payable to the workers to be borne by the Contractor / Bidder only.**

#### **Clause 8**

##### **Insurance:**

This insurance shall be effected for all the contractor's employees engaged in the performance of the contract. The BSNL shall not be liable in respect of any damages or compensation payable at law in respect of or in consequence of any accident or injury to any workman or any other person in the employment of the contractor. The contractor shall indemnify and keep indemnified the BSNL against all such damages, compensation against all claims, demands, proceedings, costs, charges and expenses whatsoever in respect or in relation thereof.

The aforesaid insurance policies shall remain valid during the entire period of contract.

#### **Clause 9**

##### **Wage revision:**

As per Central Government Minimum Wage Act 1949, Basic + DA + HRA 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. The minimum wage is not at all negotiable and only the service charge is negotiable.

#### **Clause 10**

##### **Force Majeure:**

If any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reason of any war, or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (Hereinafter referred to as events) provided notice of happenings, of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such events be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non performance or delay in performance under the contract shall be resumed as soon as practicable after such an event may come to an end or cease to exist, and the decision of BSNL as to whether the supplies have been so resumed or

not shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days either party may, at his option terminate the contract.

### **Clause 11**

#### **Arbitration:**

Except and otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, in connection with construction, meaning, operation, effect, interpretation of the contract or breach thereof which parties unable to settle mutually the same shall be referred to arbitration as provided hereunder:

a) A party wishing to commence arbitration proceeding shall revoke Arbitration Clause by giving 60 days notice to the designated officer of the other party. The notice invoking arbitration shall specify all the points of disputes with details of the amount claimed to be referred to arbitration at the time of invocation of arbitration and not thereafter. If the claim is in foreign currency, the claimant shall indicate its value in Indian Rupee for the purpose of constitution of the arbitral tribunal.

a) The number of the arbitrators and the appointing authority will be as under  
Neither party shall appoint its serving employee as arbitrator.

Claim amount (excluding claim for counter claim, if any)	Number of arbitrator	Appointing Authority
Above Rs.5 lakhs to Rs.5 crores	Sole Arbitrator to be appointed from a panel of arbitrators of BSNL	BSNL (Note: BSNL will forward a list containing names of three empanelled arbitrators to the other party for selecting one from the list who will be appointed as sole arbitrator by BSNL)
Above Rs.5 crores	3 Arbitrators	One arbitrator by each party and the 3rd arbitrator, who shall be the presiding arbitrator, by the two arbitrators. BSNL will appoint its arbitrator from its panel.

b) If any of the arbitrators so appointed dies, resigns, becomes incapacitated or withdraws for any reason from the proceedings, it shall be lawful for the concerned party/arbitrators to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor had left it both parties consent for the same; otherwise, he shall proceed de novo.

c) Parties agree that neither party shall be entitled for any pre-reference or pendent lite interest on its claims. Parties agree that any claim for such interest made by any party shall be void.

d) Unless otherwise decided by the parties, Fast Track procedure as prescribed in Section 29 B of the Arbitration Conciliation Act, 1996 for resolution of all disputes shall be followed, where the claim amount is up to Rs.5 crores.

#### **Fast track procedure:**

(1) Notwithstanding anything contained in this Act, the parties to an arbitration agreement, may, at any stage either before or at the time of appointment of the arbitral tribunal, agree in writing to have their dispute resolved by fast track procedure specified in sub-section(3).

(2) The parties to the arbitration agreement, while agreeing for resolution of dispute by fast track procedure, may agree that the arbitral tribunal shall consist of a sole arbitrator who shall be chosen by the parties.



(3) The arbitral tribunal shall follow the following procedure while conducting arbitration proceedings under sub-section (1):-

- (a) The arbitral tribunal shall decide the dispute on the basis of written pleadings, documents and submissions filed by the parties without oral hearing;
  - (b) The arbitral tribunal shall have power to call for any further information or clarification from the parties in addition to the pleadings and documents filed by them;
  - (c) An oral hearing may be held only, if, all the parties make a request or if the arbitral tribunal considers it necessary to have oral hearing for clarifying certain issues;
  - (d) The arbitral tribunal may dispense with any technical formalities, if an oral hearing is held, and adopt such procedure as deemed appropriate for expeditious disposal of the case.
- (4) The award under this section shall be made within a period of six months from the date the arbitral tribunal enters upon the reference.
- (5) If the award is not made within the period specified in sub-section (4), the provisions of sub-sections (3) to (9) of section 29A shall apply to the proceedings.
- (6) The fees payable to the arbitrator and the manner of payment of the fees shall be such as may be agreed between the arbitrator and the parties.
- (7) The arbitral tribunal shall make and publish the award within time stipulated as under:

Amount of Claims and Counter Claims	Period for making and publishing of the award (counted from the date the arbitral tribunal enters upon the reference)
Upto Rs.5 crores	Within 6 months (Fast Track procedure)
Above Rs.5 crores	Within 12 months

However, the above time limit can be extended by the Arbitrator for reasons to be recorded in writing with the consent of parties and in terms of provisions of the Act.

(8) In case of arbitral tribunal of 3 arbitrators, each party shall be responsible to make arrangements for the travel and stay, etc. of the arbitrator appointed by it. Claimant shall also be responsible for making arrangements for travel/stay arrangements for the Presiding Arbitrator and the expenses incurred shall be shared equally by the parties.

In case of sole arbitrator, BSNL shall make all necessary arrangements for his travel/stay and the expenses incurred shall be shared equally by the parties.

(9) **This contract is subject to the jurisdiction of courts at Chennai only.**

**Clause 12**

**Set Off (Recovery of sum due to BSNL):**

- a) Any sum of money due and payable to the Service Provider (including security deposit refundable to him) under this contract may be appropriated by BSNL and set off the same against any claim of BSNL for payment of a sum of money arising out of this contract or under any other contract made by Service Provider with BSNL.
- b) In the event of said security deposit being insufficient, the balance of total amount recoverable, shall be deducted from any sum due to the Service Provider under this or any other contract with Bharat Sanchar Nigam Limited. Should this amount be insufficient to cover the said full amount recoverable, the Service Provider shall pay to Bharat Sanchar Nigam Limited on demand the balance amount, if any, due to Bharat Sanchar Nigam Limited within 30 days of such demand made by BSNL.
- c) If any amount due to the company is so set off against the said security deposit, the service provider shall have to make good the said amount so set off to bring the security deposit to the original value immediately by not later than 10 days.

**Clause 13**

**NO NEAR RELATIONSHIP CERTIFICATE**

a) The bidder should give a certificate that none of his/her near relative is working in the units as defined below where he is going to apply for the tender. In case of proprietorship firm, certificate should be given by the proprietor. For partnership firm, certificate should be given by all the partners. In case of Limited Company, certificate should be given 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. In case of breach of this condition by the company or firm or any other person participated in the tender shall be cancelled and bid security shall be forfeited at any stage whenever it is noticed and BSNL shall not pay any damage to the company or firm or the concerned person.

b) The company or firm or the person will also be debarred for further participation in the concerned unit.

c) The near relatives for this purpose are defined as:

i) Members of a Hindu undivided family.

ii) Their husband and wife.

iii) 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).

**Clause 14:**

The Contractor shall be liable for any theft, sabotage etc. of BSNL CHTD 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 immediately.

1) In case of theft or any other incident, the F.I.R shall be made jointly by the sponsored security services as well as the concerned controlling officer of BSNL on the very same day, when such incident takes place.

2) The Security agency shall be responsible for guarding the BSNL property in the premises of duty points. Any theft occurring at any time will be reported by the security agency to the statutory bodies like Police with the knowledge of BSNL Management. All the follow-up action for recovery of the stolen property is to be done by the Security agency.

3) The contractor is solely responsible for any theft/burglary/damage of any items belonging to BSNL that occurs in site during the contract period. Also the revenue loss and expenditure that incurs due to theft//burglary/damage to any items of BSNL are claimable by BSNL by raising Demand note or will be deducted from the subsequent bills or be claimed from bank guarantee submitted.

**(End of Section – IV)**

**SECTION – V**  
**FINANCIAL BID (duly filled in e-format)**

S.no	Category of Site	No of Shifts	Basic rate per shift	Service charges per shift	Total per shift (col 4 + col 5)	Total for all the shifts (col.6 X col 3)	GST @18 % (col 7 X 18%)	Gross amount inclusive of GST (col 7 + col 8)
1	2	3	4	5	6	7	8	9
<b>1</b>	<b>A=URBAN</b>	<b>5</b>						
<b>2</b>	<b>C=RURAL</b>	<b>3</b>						
	<b>TOTAL</b>	<b>8</b>	<b>GROSS TOTAL=</b>					

(Evaluation will be done based on the basis of Service charges per shift (excluding cenvatable taxes if any).

**Note :**

- The service charges quoted will remain fixed throughout the period of the contract including the extension period, if any.
- Service Charge per shift should be in rupees only and not as a percentage of basic rate per shift.
- The basic rate specified in the financial schedule is based on the minimum wages notified by the Government which includes the ESI contribution of 4.75% & EPF Contribution, etc. All the items are statutory in nature and hence there cannot be any amount higher or lower than minimum amount prescribed by the Govt.

Model calculation for arriving basic rate per shift is as follows

S.no	Area of operation	A-Urban (Rs.)	C- Rural (Rs.)
1	Minimum wages notified by GOI –Per day as on 01.04.2018	679.00	527.00
2	ESI @4.75%	32.25	25.03
3	EPF(12%)+EDLI(0.5%)+ADM(0.5%)=13% (500 X 13%)	65.00	65.00
4	Basic Rate per shift per day	776.25	617.03
5	Service Charge	3.73	3.73
6	Total charge per shift per day	779.98	620.76
7	Total charge per shift per day (inc.of GST 18%)	920.38	732.50

**(End of Section – V)**

**ANNEXURE - 1**

**BID FORM**

From

To

The Asst General Manager(ESTT)  
O/o the DGM (HR & Admn),  
BSNL, Chennai Telephones,  
No 89 Millers Road, Chennai-600010

Dear Sir,

1 Having examined the above mentioned tender enquiry document including amendments/clarification/addenda

Nos. \_\_\_\_\_ dated \_\_\_\_\_

the receipt of which is duly acknowledged, we, the undersigned, offer to provide maintenance of BSNL infrastructure in conformity with the conditions of contract and specifications for the sum shown in the financial bid of charges at **Section V** attached herewith and made part of this bid.

2. We undertake, to enter into agreement within one week of being called upon to do so and bear all expenses including charges for stamps etc and agreement will be binding on us.

3. If our bid is accepted, we will obtain the guarantees of a Scheduled Bank for a sum not exceeding 10% of the contract sum for the due performance of the Contract.

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

5. Until an agreement is signed and executed, this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.

6. Bid submitted by us is properly digitally signed so as to prevent any subsequent replacement.

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

Dated this .....Day of .....2019.

Signature

In capacity of

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

Witness .....

Address .....

Signature

**ANNEXURE - 2**

Name of the Work: E Tender for EOI for Infrastructure maintenance at selected locations in Chennai Telephones including rural area at Regional Telecom Training Centre, Maraimalai nagar for the year 2019-2020.

**TECHNICAL BID (TENDERER'S PROFILE)**

To be filled in by the bidder (enclose copy of documents to support your statement)

1	Name and Postal Address of the Bidder: _____ _____ _____	Phone: Mobile: Fax: E-Mail:
2	Is your concern Recognized / Registered (Attach Photocopy as a proof)      Yes <input type="checkbox"/> No <input type="checkbox"/>	
	Tick as applicable a. Registered under Companies Act b. Registered under Establishment Act c. Registered as firm d. Proprietorship / Any other category(please specify) e. Sister concern of .....(please specify name) (Attach Photocopy as a proof)	
3	Income Tax Permanent account Number (PAN) : (attach Proof) & IT returns for last two years.	
3	GST Registration Number(attach Proof):	
3	Registration/Allotment Number of	
c	ESI (Attach proof) :	
	EPF (Attach Proof) :	
4	Experience (attach performance Certificate from the Govt. / PSU Companies / Public Agencies / Firms / Organizations : - _____ Years	
5	Have you ever been black listed:- yes or no Enclose certificate as per ( <b>Annexure-9</b> )	
6	The particulars of bank accounts to which ECS payment to be sent. Enclose certificate as per ( <b>Annexure -10</b> )	

**DATE  
SIGNATURE  
SEAL**

**ANNEXURE – 3**

**BID SECURITY BOND**

Whereas ..... (hereafter called “the Bidder”) has submitted its bid dated ..... EOI for infrastructure maintenance **NIT No. 02 / DGM (HR&Admn) / CHTD / 2019-20**

.....KNOW ALL MEN by these presents that We ..... of ..... having our registered office at ..... (here after called “the Bank”) are bound unto .....BSNL, in the sum of Rs. .... For which payment will and truly to be made the Bank binds itself, its successors and assigns by these presents.

The condition of the obligations are:

1. If the bidder withdraws its bid during the period of bid validity specified by the bidder on the bid form; or
2. If the bidder, having been notified of the acceptance of its bid by the BSNL during the period of bid validity.
  - (a) fails or refuses to execute the contract, if required, or
  - (b) fails or refuses to furnish performance security, in accordance with the instructions to bidders.

We undertake to pay to ..... , BSNL up to the above said amount upon receipt of its first written demand, without having to substantiate its demand, provided that in its demand, BSNL will note that the amount claimed by it is owing to the occurrence of one or two or both conditions specifying the occurred condition or conditions.

This guarantee will remain in for 210 days and any demand in respect thereof should reach the Bank not later than the specified date / dates.

Signature  
Name  
Designation

Signature of Witness  
Name of Witness  
Address of Witness

Full Address of Branch  
Tel. No. of Branch  
Fax No. of Branch

## ANNEXURE – 4

**PERFORMANCE GUARANTEE BOND**

In consideration of CGM BSNL, Chennai Telephones (hereinafter called 'BSNL, Chennai Telephones') agreed under the terms & conditions of agreement/ Advance Work Order No. \_\_\_\_\_ dated \_\_\_\_\_ made between \_\_\_\_\_ and \_\_\_\_\_ (hereinafter called "the said contractor(s)") for Infrastructure maintenance at selected locations in Chennai Telephones including rural area at Regional Telecom Training Centre, Maraimalai nagar for the year 2019-20 vide **NIT No. 02 / DGM (HR & Admn) / CHTD / 2019-20** ('hereinafter called 'the said agreement'), of security deposit for the due fulfillment by the said contractor(s) of the terms and conditions contained in the said agreement, on production of the bank guarantee for \_\_\_\_\_ we, (name of the bank) \_\_\_\_\_ (hereinafter refer to as "the bank") at the request of \_\_\_\_\_ (contractor(s)) do hereby undertake to pay to the BSNL, Chennai Telephones, an amount not exceeding \_\_\_\_\_ against any loss or damage caused to or suffered or would be caused to or suffered by BSNL, Chennai Telephones, by reason of any breach by the said contractor(s) of any of the terms and conditions contained in the said Agreement.

a) We (name of the bank) \_\_\_\_\_ do hereby undertake to pay amounts due to the BSNL and payable under this guarantee without any demur, merely on a demand from BSNL, Chennai Telephones, by reason of breach by the said contractor(s) of any of the terms or conditions contained in the said Agreement or by reason of the contractor(s) failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where the decision of BSNL, Chennai Telephones, in these counts shall be final and binding on the Bank. However, our liability under this guarantee shall be restricted to an amount not exceeding \_\_\_\_\_.

b) We (name of the bank) \_\_\_\_\_ undertake to pay to the BSNL, Chennai Telephones, any money so demanded notwithstanding any dispute or disputes raised by the contractor(s)/ supplier(s) in any suit or proceeding pending before any court or tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment to thereunder and the contractor(s)/ supplier(s) shall have no claim against us for making such payment.

c) We (name of the bank) \_\_\_\_\_ further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the BSNL, Chennai Telephones, under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till \_\_\_\_\_ (office /department) BSNL, Chennai Telephones, certifies that the terms and conditions of the said agreement have been fully or properly carried out by the said contractor(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing before the expiry of the period from the date hereof, we shall be discharged from all liabilities under this guarantee thereof.

d) We (name of the bank) \_\_\_\_\_ further agree with the BSNL, Chennai Telephones, that the BSNL, Chennai Telephones, shall have the fullest liberty without our consent and without affecting any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend the time of performance by the said contractor(s) from time to time

or to postpone for any time or from time to time any of the powers exercisable by the BSNL, Chennai Telephones, against the said contractor(s) or to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reasons or any such variations or extension being granted to the said contractor(s) or for the any forbearance, act or omission on the part of the BSNL, Chennai Telephones, or any indulgence by the BSNL, Chennai Telephones, to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

e) The Guarantee will not be discharged due to the change in the constitution of the bank or the contractor(s)/ supplier(s) .

f) We (name of the bank)\_\_\_\_\_lastly undertake not to revoke this Guarantee during its currency except with the prior consent of the BSNL, Chennai Telephones, in writing.

Dated the \_\_\_\_\_ day of \_\_\_\_\_

for

---

(Indicate the name of the bank)

Note: This guarantee shall be issued on non-judicial stamp paper of appropriate value in accordance with the stamp act.



**ANNEXURE – 5**

**LETTER OF AUTHORISATION FOR ATTENDING BID OPENING**

To

The Deputy General Manager (HR&ADMN),  
BSNL CHENNAI TELEPHONES,  
89, MILLERS ROAD, KILPAUK,  
CHENNAI – 600010.

Subject – Authorization for attending bid opening on \_\_\_\_\_ (date)  
for the tender for Infrastructure maintenance at selected locations in Chennai Telephones  
including rural area at Regional Telecom Training Centre, Maraimalai nagar vide **NIT No. 02  
/ DGM (HR & Admn) / CHTD / 2019-20**

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

**Order of Preference  
Specimen**

**Name**

**Signature**

I.

II.

Alternate Representative

Signature of bidder

Or

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

Note: 1. Maximum of two representatives will be permitted to attend bid opening. In case  
where it is restricted to one, first preference will be allowed. Alternate representative will be  
permitted when regular representative is not able to attend.

Note : 2. Permission for entry to the hall where bids are opened may be refused in case  
authorization as prescribed above is not received.

**Annexure-6****THIS AGREEMENT IS EXECUTED ON the 2019****By and in Between**

BSNL, Chennai Telephone District having circle office at 89, Millers Road, Chennai 600010 and represented by General Manager (hereinafter referred to as the 'Party of First Part' which expression shall include 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' which expression shall include 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. General Manager (HR/Admn), BSNL CHTD (A Govt. of India Enterprises) 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 activates 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 of party of 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 D 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 specifying 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

And include the party of first part and the body corporate, its Directors, Share Holders, and Promoters.

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 subject 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 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 the Party of Second Part the privilege to use the premises only for the execution of the work only 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 equipments 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 equipments 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 CHTD.

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 party of first part.

### 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 Equipments as per the requirement for efficient and effective execution of assigned work.

4.2 The Party of Second Part shall not misuse or allow to misuse 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 within 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 prescribed by the relevant competent instrumentalities of the government. The Party of Second Part unambiguously understands that the staff 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 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 labour 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 First part, 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 CHTD 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 CHTD 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 CHTD 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 by the Central Government, 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) The payment to the contract workers shall be made only through ECS in their Bank Account. Supporting records and statements are required to be kept in handy for the purpose of inspection by BSNL CO or Parliament committee or Labour Authorities.**

**(c) As per Central Government Minimum Wage Act 1949, Basic + DA + HRA 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. The minimum wage is not at all negotiable and only the service charge is negotiable.**

(d) 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 CHTD may ask the contractor to produce documents to verify that these provisions/laws are complied with by the contractor.

(e) All wages allied benefits such as leave, ESI, PF, 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.

f) Party of the second part shall be liable for all payments of wages, salary, bonus, PF, etc to its employees and shall comply with all statutory laws, rules, relating to employment, wages, PF, ID, act etc. It is the contractor's responsibility to make all payments of wages, salary, PF, bonus, etc to its employees regularly by them without fail.

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 CHTD/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 a foot 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 a foot such insurance at the cost and expense of the Contractor and without prejudice to any other rights or remedies of BSNL CHTD/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 immediate 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.

4.15 Execution of non-core activities;

4.15.1 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.

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

4.15.3 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.

4.17 Code of conduct

Party of Second Part undertakes to ensure that all 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 enrolments are for its benefits and undertakes to pay such charges/fee may be required for such enrolments.

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

4.21 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 deduction of Income Tax & all statutory/Govt. Taxes.

## **5.Article 5: CONSIDERATIONS**

### **5.1 Monthly fee**

5.1.1 The Party of First Part shall pay to the Party of second Part an amount of monthly bill submitted by Second Part.

Any demand by the party of second Part shall not be entertained by the Party of first Part to the Party of First Part towards any other use apart from this agreement shall not be claimed and is agreed to be sufficient consideration for payments of prescribed monthly fee.

**5.1.2 The monthly fee quoted by the bidder shall not be increased under any circumstances what so ever by the party of second part during the period of contract.**

## 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.

**GST 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 to 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 then 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 settled 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\_\_\_\_\_ under circumstances until unless specifically agreed and in written form accepted by parties, though this MOU ceased to exist.

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 CHTD under the Contract or otherwise, the BSNL CHTD 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 CHTD

b) Abandonment of the works or any part thereof;

(c) Suspension of the entire works or any part thereof, for a period of 01 day or more without due permission from the BSNL CHTD

(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 10 (ten) 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 10(ten) days of notice in this behalf from the BSNL CHTD;

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 CHTD;

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 CHTD 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 CHTD;

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 CHTD 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 CHTD 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 this agreement and both the parties are bound to renew this agreement by redrafting and re executing it, as prescribed in this agreement in letter and spirit.

**12. Article 12: INDEMINIFICATION****12.1 Loses 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 will-full 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 will-full 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 hereby indemnifies the Party of second Part in respect of 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 hereby 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. 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. 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.**

### **15. EFFECT OF REDRAFTING/RE-EXECUTION**

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. MISCELLANEOUS /GENERAL CONDITION**

**All the terms & conditions said in this Tender vide NIT No-02/DGM(HR&Admn) /CHTD/2019-2020 dt.17-07-2019 forms a part of this agreement.**

#### 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 Theft or sabotage

**In case of theft or any other incident, the F.I.R shall be made jointly by the sponsored security services as well as the concerned controlling officer of BSNL on the very same day, when such incident takes place.**

**The Security agency shall be responsible for guarding the BSNL property in the premises of duty points. Any theft occurring at any time will be reported by the security agency to the statutory bodies like Police with the knowledge of BSNL Management. All the follow –up action for recovery of the stolen property is to be done by the Security agency.**

**In case of occurrence of any theft in the BSNL premises, and if in the view of BSNL management such theft occurs due to negligence of security agencies staff proportionate cost equivalent to the value of item(s) stolen would be recovered from the PBG of the security agency as deemed fit and the decision of the Officer-in-charge shall be final & binding on the security agency.**

#### 16.4 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.

#### 16.5 Governing laws

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

#### 16.6 Applicable laws

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

#### 16.7 Severability

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

#### 16.8 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.

#### 16.9 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 sent by 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.
- 2.
- 3.

Of party of second part

- 1.
- 2.
- 3.

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

Also at,

16.10 Force majeure clause;

16.10.1 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.

16.10.2 Force majeure events; the force majeure 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 restraint 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 executive prerogative and court stay order.

16.10.3 In the event of a force majeure 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

16.11 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: 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.**

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 2019 at

Agreed and accepted

Signatures of Witnesses of parties are;

BY Party of first part

Party of second part

Through authorized signatory

through authorized signatory

Shri.

Shri.

Witnesses;

1.

2.

3.

4.

**NO NEAR RELATIONSHIP CERTIFICATE**

Name of work : E Tender for EOI for Infrastructure maintenance at selected locations in Chennai Telephones including rural area at Regional Telecom Training Centre, Maraimalai nagar for the year 2019-20

**NO NEAR RELATIONSHIP CERTIFICATE**

I \_\_\_\_\_, S/O \_\_\_\_\_,  
Resident of \_\_\_\_\_ hereby certify that  
none of my relative(s) as defined in clause 12 of Section-IV are employed in BSNL unit as  
per details given in bid document. In case at any stage, it is found that the information given  
by me is false/incorrect, BSNL shall have the absolute right to take any action as deemed fit/  
without any prior intimation to me.

Signed \_\_\_\_\_

For and on behalf of the Service Provider

Name (CAPITAL) \_\_\_\_\_

Position \_\_\_\_\_

Date \_\_\_\_\_

**Annexure-8**

**UNDERTAKING**

This deed of undertaking executed on this \_\_\_\_\_ day of ----- Two thousand and -----  
----- by (Name of sole proprietor/ partner/ Director / authorized representative, the Firm,  
Company, Trust, Society etc.)----- S/O -----  
-----residing at-----on behalf of said M/s -----  
----- (Name of the Firm, Company, Trust, Society, etc.)  
having its office at-----and duly authorized  
to sign, file and verify present undertaking by the said -----(Name of the  
Firm, Company, Trust, Society, etc.) in favour of Bharat Sanchar Nigam Limited, a  
Government of India Enterprise having its Registered Office at Bharat Sanchar Bhawan,  
Harish Chandra Mathur Lane, Janpath, New Delhi and local office located at -----  
----- hereinafter called BSNL which terms shall mean and include its successors,  
administrators, heirs and assigns.

Whereas M/s BSNL invited bids for ----- I/We participated in the  
bidding process and emerged as successful bidder with respect to Tender No. -----  
----- I/ We ----- acknowledge  
that I/We -----have fully understood and are aware  
of the terms & conditions of the Tender/ Contract and do hereby unequivocally and  
unconditionally undertake and declare that :

1. I/ We -----shall comply with all the Rules/ Regulations/ Laws/  
Government instructions/ statute etc; that are applicable / will be applicable which are aimed  
to protect the interest of the workers/ employees engaged by me / us during the course of  
performance of this contract.

2. I/We shall fully protect, indemnify and hold harmless BSNL and its employees, officers,  
Directors, agents or representatives against any liabilities, losses, actions, judgments,  
damages, fines, penalties and costs (including legal costs and disbursements ) arising from or  
relating to:

a) Any breach/ violation of any direction / order of government authorities, breach/ violation  
of any provisions of the labour laws or any other laws / statutes / regulations that are aimed to  
protect the interest of the workers/ labourers engaged by me / us during the course of this  
contact.

b) Any claim made by any other third party in connection with violation of any of the laws,  
guidelines, instruction, etc;

3) In witness whereof this undertaking has caused on the -----Day ---- Month of ----Year

Date:

Place:

Signature: -----

Name: -----

Designation: -----

**WITNESS :** 1. ....

2. ....



**Annexure-9**

(Certificate on Non-Blacklist in the tender called for Infrastructure maintenance at selected locations in Chennai Telephones including rural area at Regional Telecom Training Centre, Maraimalai Nagar for the year 2019-20)

**NON BLACKLISTING CERTIFICATE**

I \_\_\_\_\_, S/O \_\_\_\_\_  
hereby certify that I/my company have/has not been blacklisted by any Govt. Department/PSU of Central or any State Govt. as in Annexure 2 of Bid document. In case at any stage, it is found that the information given by me is false/incorrect, BSNL shall have the absolute right to take any action as deemed fit/ without any prior intimation to me.

Signed \_\_\_\_\_

For and on behalf of the Service Provider

Name (CAPITAL) \_\_\_\_\_

Position \_\_\_\_\_

Date \_\_\_\_\_

**Annexure-10****ECS FORM**Mandate Form

Payment through NEFT/RTGS-System (Real time gross settlement)

	Name of the supplier (M/s)	
	Address of the supplier.	
	Name of the a/c Holder.	
	Bank Name	
	Branch Name	
	Branch Address, Telephone No. Fax No.	
	MICR & IFSC Code no.	
	Type of account	
	A/c. No.	
	IFS Code	

I hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I would not hold the user institution responsible I have read the option invitation letter and agree to discharge the responsibility expected on me as a participant under the scheme.

Date:  
stamp.

Signature of the authorized signatory of the supplier with

Certified that the particulars furnished above are correct as per our records.

Bank's Stamp

Signature of the authorized official of the Bank

Date:

I have read and understood the above.

Signature of Bidder

**Annexure-11**

**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 purchased 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\* : .....

Address\* : .....

Town/District\* :  
 City\* :  
 State\* :  
 Postal/PIN Code\* : Country\* :  
 Contact Details  
 Telephone Number : Fax No.:  
 E-mail id :  
 (Mandatory for E-tendering)  
 Name of Contact Person: : Mobile No:  
 Alternate Contact Person : Mobile NI:  
 Tax Information:  
 PAN :  
 GST .No. :  
 For foreign vendor  
 Income Tax Exemption details:  
 IT Exemption No, : IT Exemption rate:  
 IT Exemption date :  
 IT Exemption date from : IT Exemption date to:

Excise Details:  
 Excise reg. no. :  
 Excise Range. :  
 Excise Division :  
 Excise Commissionerate :  
 Payment Transactions/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: If the relevant documents for MSME/SSI status are not provided, then the relevant exemption will not be given.

**Company / Vender Authorized Signatory / Designation                      Date:**  
**Company Seal**

(For Office use)

Vendor Account Group:  
TDS Type – Invoice :

Payment Method:  
TDS Code – Invoice:

Checked by:                      Authorized by (Finance)                      SAP Vendor Master created on                      SAP  
Vendor Code

Name of the bidder

**Annexure-12****Special instruction to bidders for E Tender for EOI for Infrastructure Mtce process****GENERAL**

Submission of Online bids is mandatory for this tender. **E Tender for EOI for Infrastructure Mtce** 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 e-Tendering, BSNL, CHTD HQ Zone has decided to use the portal (<https://www.tenderwizard.com/BSNL>) of M/s ITI Limited, a Government of India Undertaking. Benefits to suppliers / service providers are outlined on the Homepage of the portal. Those suppliers/service providers not registered on the website mentioned above, are required to get registered beforehand. The intending bidder must read the terms and conditions of this tender carefully. He should only submit his bid if he considers himself eligible and he is in possession of all the documents required. The BSNL, Chennai Telephones reserves the right to reject any prospective application without assigning any reason and to restrict the list of qualified bidders to any number as deemed suitable by it, if too many bids are received satisfying the laid down criteria.

**INSTRUCTIONS**

**1. Information and instructions for bidders posted on website [www.tenderwizard.com/BSNL](https://www.tenderwizard.com/BSNL) shall form part of bid document. If not registered, the intending tenderers shall get themselves registered with M/s ITI Limited, as per instructions on their web site, by paying applicable fee as per Govt. of India ruling.**

**2. Online Bidding Methodology:**

Technical & financial bid shall be uploaded by the bidder at the same time through on line. E-Reverse auction/negotiation if required by BSNL CHTD HQ Zone after opening of financial bids, shall be resorted to as per **para 2 of section –II (part A).**

**Broad outline of activities from bidders prospective:**

- (i) Procure a Digital Signing Certificate (Class III) (DSC).
- (ii) Register on Electronic E-Tendering (<https://www.tenderwizard.com/BSNL>).
- (iii) Create Users and assign roles on <https://www.tenderwizard.com/BSNL>.
- (iv) View Notice Inviting E-Tender (NIT) on <https://www.tenderwizard.com/BSNL>.
- (v) Download Official Copy of E-Tender Document from <https://www.tenderwizard.com/BSNL>.
- (vi) Clarification to E-Tender Documents on <https://www.tenderwizard.com/BSNL> – Query to BSNL (Optional) – View response to queries posted by BSNL, through addenda.
- (vii) Bid-submission on <https://www.tenderwizard.com/BSNL> : Prepare & arrange all document/ paper for submission of bid online and offline.
- (viii) Attend Public Online E-Tender Opening Event (TOE) on <https://www.tenderwizard.com/BSNL> – Opening of Technical bid.
- (ix) Post-TOE Clarification on <https://www.tenderwizard.com/BSNL> (Optional) – Respond to BSNL's Post-TOE queries.
- (x) Attend Public Online E-Tender Opening Event (TOE) on <https://www.tenderwizard.com/BSNL> – Opening of Financial bid (only for technically qualified bidders).

3. 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 <https://www.tenderwizard.com/BSNL>.

**Note 1:** It is advised that all the documents to be submitted are kept scanned and converted to PDF format in a separate folder on your computer before starting online submission. The financial bid (Excel Format) may be downloaded and rates may be filled appropriately. This file may also be saved in a secret folder on your computer.

Note 2: While uploading the documents, it shall be ensured that the file name shall be the name of the document itself.

#### **4. Digital Signature Certificates:**

For integrity of data and its authenticity/non-repudiation of electronic records and to be compliant with IT Act' 2000, it is necessary for each user to have a Digital signature Certificate (Class III) (DC), also referred to as Digital Signature Certificate (DSC), of Class-III issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA). [refer <http://www.cca.gov.in>].

#### **5. REGISTRATION:**

(i) The E-Tender document can be downloaded from the website: [www.tenderwizard.com/BSNL](http://www.tenderwizard.com/BSNL) and to be uploaded in the e-format. Cost of the E-Tender Document (in the form of DD – in original) and Bid Security (in the form of DD – in original) have to be submitted to the office of DGM(HR&ADMN) as per address given in bid document before the scheduled date and time of opening of the E-Tender otherwise the bid will not be considered.

(ii) Amendments, if any, to the E-Tender documents will be notified in the above website as and when such amendments are notified. It is the responsibility of the bidders who have downloaded the E-Tender document from the website to keep themselves abreast of such amendments before submitting the E-Tender document. Intending bidders are requested to register themselves with M/s ITI Limited through [www.tenderwizard.com/BSNL](http://www.tenderwizard.com/BSNL) for obtaining user-id, Digital Signature etc. by paying Vendor registration fee and processing fee for participating in the above mentioned E-Tender. The General Manager (HR&ADMN) BSNL CHTD, has decided to use process of e-E-Tendering for inviting this E-Tender and thus the physical copy of the E-Tender would not be sold.

(iii) The bidder is required to pay “ 0.05 % of Total Estimated cost of Tender or as decided by the Application service provider ” { ASP (i.e.,) to be paid to the E - Portal vendor - M/s ITI Limited }

**Note: After successful submission of Registration details and Vendor Registration fee and processing fee (as applicable), contact M/s ITI Limited.**

#### **6. Special Note on data protection of bids**

(i) Security related functionality has been rigorously implemented in [www.tenderwizard.com/BSNL](http://www.tenderwizard.com/BSNL) in a multi-dimensional manner. Starting with 'Acceptance of Registration by the Service Provider', provision for security has been made at various stages in Electronic Tender's software. Security related aspects as regard Bid Submission are outlined below:

(ii) As part of the Electronic Encrypted™ functionality, the contents of bid are securely encrypted using Public-Key of the specified officer of a Buyer organization. Bid-encryption in [www.tenderwizard.com/BSNL](http://www.tenderwizard.com/BSNL) 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.

(iii) 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

## **7. Public Online Tender Opening Event (TOE)**

(i) [www.tenderwizard.com/BSNL](http://www.tenderwizard.com/BSNL) 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 authorized are requested to carry a Laptop and Wireless Connectivity to Internet.

(ii) Every legal requirement for a transparent and secure 'Public Online Tender Opening Event (TOE)' has been implemented on [www.tenderwizard.com/BSNL](http://www.tenderwizard.com/BSNL). [www.tenderwizard.com/BSNL](http://www.tenderwizard.com/BSNL) 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 in electronic form. A detailed technical and/ or financial comparison chart enhances the transparency.

(iii) There are many more facilities and features on [www.tenderwizard.com/BSNL](http://www.tenderwizard.com/BSNL). For a particular tender, the screens viewable by a supplier will depend upon the options selected by the concerned buyer.

## **8. 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 BSNL opening venue or at 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).

## **9. Other Instructions**

(i) For further instructions, the vendor should visit the home-page of the portal (<https://www.tenderwizard.com/BSNL>), and go to the Vendor-Help Manual.

(ii) 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 <https://www.tenderwizard.com/BSNL>.

**10. The following 'FOUR KEY INSTRUCTIONS for BIDDERS' must be assiduously adhered to:**

(i) Obtain individual Digital Signing Certificate (Class III) (DSC or DC) well in advance of your first tender submission deadline on <https://www.tenderwizard.com/BSNL>

(ii) Register your organization on <https://www.tenderwizard.com/BSNL> well in advance of your first tender submission deadline on <https://www.tenderwizard.com/BSNL>.

(iii) Get your organization's executives concerned trained on <https://www.tenderwizard.com/BSNL> well in advance of your first tender submission deadline on <https://www.tenderwizard.com/BSNL>. Submit your bids well in advance of tender submission deadline on <https://www.tenderwizard.com/BSNL> (At least one day before the deadline) (There could be last minute problems due to internet timeout, breakdown, etc.).

(iv) While the first three instructions mentioned above are especially relevant to first-time users of <https://www.tenderwizard.com/BSNL>, the fourth instruction is relevant at all times.

11. Minimum Requirements at Bidders end.

- (i) Computer System with good configuration (Minimum P IV, 1 GB RAM, Windows 7)
- (ii) Broadband connectivity.
- (iii) Microsoft Internet Explorer 6.0 or above
- (iv) Digital Signature Certificate (Class III)(s)

12. Helpdesk (as given below) to get your registration accepted/activated.

Helpdesk – M/s ITI Limited

Telephone/ Mobile No. 9894191904 – Shri. S. Dinesh

9962676264 / 8098469169- Shri. Kirubakaran

E-mail ID

[twhelpdesk438@gmail.com](mailto:twhelpdesk438@gmail.com),

[twhelpdesk679@gmail.com](mailto:twhelpdesk679@gmail.com),

[twhelpdesk444@gmail.com](mailto:twhelpdesk444@gmail.com),

[bsnlthelpdesk@gmail.com](mailto:bsnlthelpdesk@gmail.com)

13. BSNL Contact:

BSNL Contact-1

AGM(ESTT)

Telephone : 044-26425400

E-mail ID : [agmechtd@gmail.com](mailto:agmechtd@gmail.com)

BSNL Contact-2

DGM(HR & Admn)

Telephone : 044-26613500



**Annexure -13****CHECK LIST**

The check list shall be filled up and enclosed with the Tender document

<b>Sl. No</b>	<b>ITEMS</b>	<b>Whether available Yes/No</b>	<b>Remarks</b>
1	Bid security details		
2	DD or bankers cheque for the tender fee		
3	Chennai Office details		
4	Digitally signed copy of tender documents, Corrigendum and Addendum.		
5	Authorization to sign bid document		
6	Proprietary deed/ Partnership deed/ MOA		
7	Power of attorney in case of Partnership Company.		
8	Document proof of past performance in PSU/ Govt dept;		
9	Bid form		
10	No near relative certificate		
11	Proof of financial health of bidder certified by Chartered Accountant /Bank		
12	IT returns copy of last 2 years		
13	Authorization letter for attending bid opening		
14	Profile of bidder & questionnaire		
15	Vendor master form		
16	Declaration for no addition / deletion / correction done in Tender document		
17	GST registration copy		
18	PAN card copy		
19	EPF registration copy		
20	ESI registration copy		
21	Labour licence copy		
22	Financial bid		

**Standard Tender Enquiry Document**

<b>S. No.</b>	<b>Defaults of the bidder / vendor.</b>	<b>Action to be taken</b>
<b>A</b>	<b>B</b>	<b>C</b>
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.
	a) Bank Instruments with the bid to meet terms & condition of tender in respect of tender fee and/ or EMD;	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.
	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.	
	<b>Note 1:-</b> However, in this case the performance guarantee if alright will not be forfeited.	
<b>Note 2:-</b> 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) If detection of default is prior to award of APO	i) Rejection of Bid & ii) Forfeiture of EMD.
	(ii) If detection of default after issue of APO but before receipt of PG/ SD (DD,BG etc.)	i) Cancellation of APO, ii) Rejection of Bid & iii) Forfeiture of EMD.
	(iii) If detection of default after receipt of PG/ SD (DD, BG etc.)	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 detection of default after issue of PO/ WO	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.

S. No.	Defaults of the bidder / vendor.	Action to be taken
A	B	C
1(b) cont d.	<p><b>Note 3:-</b> However, settle bills for the material received in correct quantity and quality if pending items do not affect working or use of supplied items.</p>	
	<p><b>Note 4:-</b> No further supplies are to be accepted except that required to make the already supplied items work.</p>	
2	<p>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 &amp; responsibilities for the following :</p> <p>a) Obstructing functioning of tender opening executives of BSNL in receipt/ opening of tender bids from prospective Bidders, suppliers/ Contractors.</p> <p>b) Obstructing/ Threatening other prospective bidders i.e. suppliers/ Contractors from entering the tender venue and/ or submitting their tender bid freely.</p>	<p>Banning of business for 3 years which implies Barring further dealing with the vendor for procurement of Goods &amp; Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order.</p>
3	<p>Non-receipt of acceptance of APO/ AWO and SD/ PG by L-1 bidder within time period specified in APO/ AWO.</p>	<p>Forfeiture of EMD.</p>
4.1	<p>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.</p>	<p>i) Termination of PO/ WO. ii) Under take purchase/ work at the risk &amp; cost of defaulting vendor. iii) Recover the excess charges if incurred from the PG/ SD and outstanding bills of the defaulting Vendor.</p>
4.2	<p>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.</p>	<p>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 &amp; cost of defaulting vendor. iii) Recover the excess charges if incurred from the PG/ SD and outstanding bills of the defaulting Vendor.</p>

S. No.	Defaults of the bidder / vendor.	Action to be taken
A	B	C
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/BG/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 (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. <b>Note 5:-</b> The claims may be submitted with or without collusion of BSNL Executive/ employees. <b>Note 6:-</b> This penalty will be imposed irrespective of the fact that payment is disbursed by BSNL CHTD or not.	i) Recovery of over payment from the outstanding dues of Vendor including EMD/ PG & SD etc. and by invoking ' <b>Set off</b> ' 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.

S. No.	Defaults of the bidder / vendor.	Action to be taken
A	B	C
7	a) Network Security/ Safety/ Privacy:- If the vendor tampers with the hardware, software/ firmware or in any other way that	i) Termination of PO/ WO. 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 CHTD for 3 years from date of issue of banning order. iii) Recovery of any loss incurred on this account from the Vendor from its PG/ SD/ O/s bills etc.
	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.	iv) 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.	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. Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD.

S. No.	Defaults of the bidder / vendor.	Action to be taken
A	B	C
9	In the event of the vendor, its proprietor, Director, partner is / are convicted by a Court of Law following prosecution for offences involving moral turpitude in relation to the business dealings.	<ul style="list-style-type: none"> <li>i) Termination/ Short Closure of the PO/ WO</li> <li>ii) Settle bills for the material received in correct quantity and quality if pending items do not affect working or use of supplied items.</li> <li>iii) No further supplies are to be accepted except that required to make the already supplied items work.</li> <li>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).</li> <li>v) In case of turnkey projects, If the material is inducted in network &amp; 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.</li> </ul>
10	If the vendor does not return/ refuses to return BSNL's dues:	i) Take action to appoint Arbitrator to adjudicate the dispute.
	<ul style="list-style-type: none"> <li>a) in spite of order of Arbitrator.</li> <li>b) in spite of court orders</li> </ul>	<ul style="list-style-type: none"> <li>iii) Take legal recourse i.e. filing recovery suite in appropriate court.</li> <li>i) Termination of contract, if any.</li> <li>ii) Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods &amp; Services including participation in future tenders invited by BSNL CHTD from date of issue of banning order or till the date by which vendor clears the BSNL's dues, whichever is later.</li> </ul>
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.

S. No.	Defaults of the bidder / vendor.	Action to be taken
A	B	C
12	<p>The following cases may also be considered for Banning of business:</p> <p>(a) If there is strong justification for believing that the proprietor, Manager, Managing Director, 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.</p> <p>(b) If the vendor/ supplier fails to execute a contract or fails to execute it satisfactorily beyond the provisions of Para 4.1 &amp; 4.2.</p>	<p>i) Banning of business for 3 years which implies Barring further dealing with the vendor for procurement of Goods &amp; Services including participation in future tenders invited by BSNL CHTD for 3 years from date of issue of banning order.</p>
	<p>(c) If the vendor/ supplier fails to submit required documents/ information, where required.</p>	
	<p>(d) Any other ground which in the opinion of BSNL CHTD is just and proper to order for banning of business dealing with a vendor/ supplier.</p>	
<p><b>Note 7:</b> The above penalties will be imposed provided it does not clash with the provision of the respective tender.</p>		
<p><b>Note 8:</b>-In case of clash between these guidelines &amp; provision of invited tender, the provision in the respective tender shall prevail over these guidelines.</p>		
<p><b>Note 9:</b> 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.</p>		

END OF TENDER DOCUMENT\*