

**Non-transferable**



**BHARAT SANCHAR NIGAM LIMITED**

**(A GOVT. OF INDIA ENTERPRISE)**

**OFFICE OF THE DEPUTY GENERAL MANAGER (NWO) |AMB, CHENNAI TELEPHONES**

**E- TENDER DOCUMENT *for*  
Infrastructure Maintenance at Selected Telecom  
Sites in Ambattur, Avadi & Poonamallee Divisions under  
DGM(NWO)AMB in Chennai Telephones**

**For the year 2020-2021**

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**Tender No: DGM (AMB)/Infrastructure Mtce/2020 -21/1 dtd. 03/11/ 2020**

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**Cost of the tender schedule Rs.2360/- [inclusive of taxes]**

**Bharat Sanchar Nigam Limited**  
*(A Govt. of India Enterprise)*  
**O/o Dy.GM (AMB), Chennai Telephones,**  
**1<sup>st</sup> Floor, 260/261, MTH Road**  
**Chennai – 600098.**

E – TENDER

**Tender No: DGM (AMB)/Infrastructure Mtce/2020 -21/1 dtd. 03/11/ 2020**

Notice Inviting Tender for Expression of Interest for” Infrastructure Maintenance at Select Telecom Sites in Ambattur, Avadi & Poonamallee Divisions under DGM(NWO)AMB in Chennai Telephones for the year 2020 – 2021”.

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**NOTE: All** the pages should be signed by the Tenderer and submitted.



# भारत संचार निगम लिमिटेड

(भारत सरकार का उपक्रम)

## BHARAT SANCHAR NIGAM LIMITED

(A Govt. of India Enterprise)

**O/o Dy.GM (AMB), Chennai Telephones,  
1<sup>st</sup> Floor,260/261,MTH Road  
Chennai – 600098.**

**Tender No: DGM (AMB)/Infrastructure Mtce/2020 -21/1 dtd. 03/11/ 2020**

### NOTICE INVITING TENDER

1	Name of the Work	E - Tender Schedule for Expression of Interest (EoI) for Infrastructure Maintenance at Select Telecom Sites in Ambattur, Avadi & Poonamallee Divisions under DGM NWO AMB in Chennai Telephones for the year 2020 – 2021.
2.	Cost of Tender Document	Rs.2360/- only] Cost inclusive of GST @18%)(Rs.2000/-+360/-)
3.	Amount of E M D 2%	Rs3,16,855/-
4.	Time & Date of Issue of Tender Document	As per E-tendering Process
5	Last date for submission of tender Document	23/11/2020@ 11.00 hours(ONLINE) 23/11/2020@ 12.00 hours(OFFLINE)
6	Date and Time of opening of Tender	23/11/2020@ 12:30 hours
7	Source of Receipt of Tender schedule	As per E-tendering Process
8.	Estimated cost of work	Rs.1,58,42,734/-
9	Security Deposit 5%	5 % of Contract cost

Note:

1. Cheque and Postal Orders will not be accepted.

2. Tender document is also available in our website [www.chennai.bsnl.co.in](http://www.chennai.bsnl.co.in) and may be downloaded

Cost of tender document shall be paid in the form of DD/banker's cheque while submitting the bid.

Divisional Engineer(Ambattur),  
CHENNAI



# भारत संचार निगम लिमिटेड

(भारत सरकार का उपक्रम)

## BHARAT SANCHAR NIGAM LIMITED

(A Govt. of India Enterprise)

**O/o Dy.GM (AMB), Chennai Telephones,  
1<sup>st</sup> Floor, 260/261, MTH Road  
Chennai – 600098.**

### Instructions to bidders:

**Tender No: DGM (AMB)/Infrastructure Mtce/2020 -21/1 dtd. 03/11/ 2020**

For and on behalf of CMD, BSNL, New Delhi, The General Manager, BSNL, North peripheral area in Chennai Telephones invites digitally sealed E- tenders from reputed Firms/Contractor/Agencies who have two years or more than two years experience in supply of manpower for the work of Infrastructure Maintenance/Upkeep of parts of BSNL Telecom Installations in Ambattur, Avadi & Poonamallee Divisions under DGM NWO AMB in Chennai Telephones for the year 2020-21. This tender is valid for a period of **ONE YEAR** from the date of issue of the tender approval.

In this e-tendering process, no tender document shall be physically available for sale. The document can be obtained by downloading the same from the portal [http:// www.tenderwizard.com/BSNL](http://www.tenderwizard.com/BSNL). Interested bidders will have to participate in this e-tendering process by registering themselves in the online portal [http:// www.tenderwizard.com/BSNL](http://www.tenderwizard.com/BSNL) through **M/s. ITI Limited** for downloading/applying the same. The tender **processing charges as detailed below also have to be paid to M/s ITI through online to participate in the tender.**

Sl No	Jurisdiction	Requirement of Manpower	Estimated cost of Tender	Cost of Bid Document	EMD @ 2 %
<b>1</b>	Ambattur, Avadi, Poonamallee area in Chennai Telephones area.	45 shifts per day	1,58,42,734/-	Rs.2360/-	3,16,855/-

The successful tenderer will be required to remit Security Deposit for an amount equal to **5%** of contractual value. Service charge quoted will be the deciding factor for the technically qualified tenderers to be selected as L-1 tenderer.

### Schedule of Tender Activities:

1.	Cost of the Tender Document	Rs. 2360/- (including GST)
2.	EMD Bid Security	Rs.3,16,855/-
3.	Tender Processing Fee	Rs. 0.05% of total contract cost + ST @ prevalent rate on e-tender processing fee
4.	E-Tender Document can be downloaded from	11:00 hours of 03.11.2020
5.	Last Date of Submission of bid (ONLINE/OFFLINE)	23.11.2020@ 11.00 hours(ONLINE)
		23.11.2020@ 12.00 hours(OFFLINE)

6	Date and Time of Opening of Tender (ONLINE/OFFLINE)	23.11.2020@ 12:30 hours
7	Date and Time of Opening of Financial Bid	will be intimated later through E- portal
8	Web Site address	www.tenderwizard.com/BSNL
9	Tender Validity	One Year

**Note-I:** If more than one bidder happens to be L1, all of them will be called for negotiation if it is considered that the tenderers have not cartelized themselves. Even after negotiation, if more than one bidder happens to be L1, then the work will be awarded to these bidders on suitable proportion at the discretion of PGM (NORTH) based on the past experience and other performance factors.

**AWARD OF CONTRACT ON COUNTER OFFER :**

BSNL is not bound to award contract at the lowest quoted rate received in the BID offer and reserves the right to decide on fair and reasonable rate of the work tendered and counter offer the same to the eligible bidders. In such a case, the final negotiated and approved L1 rate as declared by BSNL shall be the rate at which contract will be awarded on such of the tenderers who accept the final approved L1 rate. However, maximum of 5 tenderers/bidders shall be considered for award of contract/work. All other terms and conditions of the tender shall remain operative even if a counter offer rate is offered to the bidder.

In case of counter offer BSNL shall be entitled to distribute the quantum of work to the eligible bidders in the following ratio.

**TABLE**

No. of bidders (Col 1)	Distribution of work (Col 2)
1	100%
2	L1: 60% and L2: 40%
3	L1: 50% ; L2: 30% and L3: 20%
4	L1: 40% ; L2: 30% ; L3: 20% and L4: 10%
5	L1: 40%; Remaining bidders: 60% will be distributed equally

**BSNL RESERVES THE RIGHT TO LIMIT THE NUMBER OF CONTRACTORS AND AREA ASSIGNED TO THEM DEPENDING ON THE NEED.**

BSNL however reserves the right to depart from the guidelines for the distribution of quantities of work amongst the successful bidders depending upon the urgency and other factors prevailing at the time of deciding the tender or during the execution of work on an emergency nature.

**Note -II :** The prospective tenderers who wish to apply must have requisite men and infrastructure to supply the manpower as per the requirement immediately.

The cost of the tender document of **Rs. 2360/-** should be paid in by means of crossed DD /Bankers Cheque (Non Refundable) also issued by any schedule bank in favour of “BSNL CHENNAI TELEPHONES” payable at CHENNAI and submitted offline prior to the opening of the bids.

2. E-Tender document can be downloaded /uploaded from the E-PORTAL website of M/S ITI i.e **www.tenderwizard.com/BSNL**. Tender documents may be available only for viewing by using the link available in the website : [www.tamilnadu.bsnl.co.in](http://www.tamilnadu.bsnl.co.in). As tenders are invited through E tendering process, physical copy of the tender document would not be available for sale. However the bidders interested to participate in tender should make necessary processing, Registration fee to the E Portal vendor i.e M/S ITI.

3. Amendments if any to the tender document will be notified in the above website as and when they are made. It is the responsibility of the vendors who have downloaded the tender document to note these amendments and submit tenders accordingly.

4. All the mandatory/eligibility documents mentioned in the tender documents should be scanned and uploaded in the e-tender portal , non-receipt of any of the mandatory documents, is liable for rejection.
5. Late and delayed tenders shall not be considered
6. If the tender opening day happens to be a holiday, the tender will be opened at the same time on next working day.
7. The tenderer will be bound by all terms and conditions and specifications as detailed in this tender documents .
8. The tender, which is not accompanied by the requisite Bid Security (EMD) and DD for cost of tender document in case of downloaded tender document, shall be summarily rejected. Tenders received after expiry of date and time will be rejected. Also, PGM/CMD reserves the right to reject any or all tenders without assigning any reason what-so-ever.
9. The cost of the tender document is neither refundable nor transferable. This office is not responsible for any postal delay.
10. The bidders are requested to go through the tender documents carefully before uploading the bids. The details for E Tender processing may be followed as per the E tender instructions given in pageNo 42.

Dy.General Manager (AMB).

**BHARAT SANCHAR NIGAM LIMITED**  
**(A GOVT OF INDIA ENTERPRISE)**  
**O/o Dy. GM (NWO-AMB), Chennai Telephones**  
**TERMS & CONDITIONS**

**Tender No: DGM (AMB)/Infrastructure Mtce/2020 -21/1 dtd. 03/11/ 2020**

**1. Introduction**

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

**2. Purpose of the EOI**

2.1 The General Manager, Bharat Sanchar Nigam Limited (NORTH) intends to invite Expression of Interest (EOI) from interested parties for maintenance and upkeep of parts of its telecom infrastructure. After evaluation of EOIs, agreements will be entered with the successful party for a period of one year, which can be extended further up to a period of one year or till the next tender whichever is earlier is finalized based on performance and on mutually agreeable terms and conditions.

**3. General requirement**

3.1. The General Manager, Bharat Sanchar Nigam Limited (NORTH) intends to contract infrastructure maintenance services (Annexure D) at selected telecom sites in each Divisional unit. These may be required for different time frames at different installations as per requirement (Annexure F ). Contractors need to bid for the provision of services at ALL sites in a unit.

**4. Eligibility Requirements**

4.1. The contractor must have two works of similar nature( i e . infrastructure maintenance/upkeep of telecom installations) in BSNL/ DOT/ PSUs (S t a t e /Centre) or other telecom operators, c o s t i n g an amount not less than **Rs. 3 crore s during the last two financial years.**

4.2. List of Documents for eligibility requirement as mentioned in Para 14 of this document.

**5...EARNEST MONEY DEPOSIT.**

5.1. The EMD for Maintenance and upkeeping of parts of BSNL infrastructure in Ambattur, Avadi & Poonamallee Divisions under DGM NWO AMB in Chennai Telephones mentioned in the Notice Inviting Tender should be paid and enclosed with the EOI offer.

5.2. EMD can be deposited in the form of an “Accounts Payee “Crossed Demand Draft drawn on any Nationalized Bank/ Scheduled Bank payable at CHENNAI in favour of the “BSNL CHENNAI TELEPHONES”

5.3. The Demand Draft for the EMD amount in original should be attached to the EOI Offer. No other mode of payment for EMD will be accepted.

- 5.4. The EMD will not carry any interest, while it is in the custody of BSNL.
- 5.5. The EMD will be refunded/ returned to the unsuccessful Bidders after finalization of EOI and on production of Advance Stamped Receipt.
- 5.6. The EMD of the successful Bidder will be treated as part of Security Deposit if the Bidder wishes so.
- 5.7. The EMD will be forfeited if a successful Bidder does not pay the Security Deposit in time and execute the Agreement. Also he will not be eligible to participate in the EOI for the same work, for one year from the date of intimation to pay the Security Deposit.
- 5.8. The EMD will be forfeited if the Bidder withdraws the EOI within the period of validity of EOI period.

## **6. SECURITY DEPOSIT**

The successful tenderer will be required to pay the Security Deposit of 5% of the contract cost of work within 15 days from the date of receipt of intimation and the EMD of successful bidders will be treated as part of Security Deposit.

### **6.1 Refund of Security Deposit.**

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

#### **6.1.1 Financial requirements**

Performance Bank Guarantee of 5 % of the total value of the contract cost of work is to be deposited by each contractor at the concerned SSA/unit before signing of the agreement or in the form of Performance Bank Guarantee for a period of 36 months.

6.1.2. Contractor shall submit the aforesaid Performance Bank Guarantee of the said amount or as BSNL may recommend from time to time. Without prejudice to other rights and remedies available to BSNL, The General Manager (NORTH) reserves the right to forfeit/adjust the said Performance Bank Guarantee in full or part for any sum due from the contractor to BSNL at any time. Contractor shall continue to be liable for balance if any. BSNL reserves the right to increase the amount of Performance Bank Guarantee at any time in its own discretion with respect to any/some/all such contractors.

## **7. EVALUATION CRITERIA**

7.1. The General Manager BSNL, (North) will consider issue of Letter of Intent (LOI) to the lowest bidder amongst those who meets the eligibility requirements as mentioned in Clause 4 and agreeable to all terms and conditions. The bidder shall within 10 days of issue of LOI give his acceptance and furnish Performance Bank Guarantee as mentioned in clause 6.1.1 and sign the contract with The General Manager BSNL, North. The signing of contract shall constitute the award of the contract on bidder.

7.2. After award of contract to the Approved bidder the officer designated by the Principal General Manager (North) BSNL, shall issue the work orders for commencement of the work.



## 8. AGREEMENT PERIOD

8.1. The agreement shall be valid for a period of O n e year and will be extended on same terms and conditions f o r one year or till the next tender is finalized whichever is earlier 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, one month prior to the end of the agreement.

## 9. RIGHTS OF THE PGM/CMD BSNL

9.1. The General Manager, BSNL, (North) reserves the right to reject any application/ EoI for any reason, without assigning any reason and liability, the information provided by the contractor gathered by BSNL shall become BSNL's property even if application is rejected and can be used by BSNL in any manner, as deemed fit.

**9.2. The EoI can be modified/ withdrawn at any time without any information or notice anyone.**

9.3. The decision of General Manager, BSNL, (North) will be final and binding on all the bidders.

## 10. Responsibilities of Contractor

10.1. The contractor shall be responsible for provision of the services as per Annexure D at the site premises during the service timings specified for each site. The sites are classified as 'C' category by The General Manager, BSNL, (North) as per Annexure-F. Annexure D lays out the services required at each type of site. At each site, the services may be required in one, two or three standard eight hour shifts. The proposed shift timings are provided in Annexure F. However the General Manager, BSNL, (North) can decide to change these timings as per local conditions. The requirement of services will be provided by BSNL as per Annexure D

**10.2. This clause (clause 10.2) is applicable only for sites requiring services as specified in Items 5, 6 or 7 as per Annexure D.** The contractor's representatives shall be responsible for calling on 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.

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

## 11. Inspection

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

## **12. General Terms and Conditions:**

### **12.1. Commercial Terms & Conditions**

12.1.1. General Manager BSNL, (North) reserves the right to disqualify such bidders who have a record of not meeting contractual obligations.

12.1.2. The General Manager BSNL, (North) reserves the right to black list a bidder for a suitable period in case he fails to honour his bid without sufficient grounds or fails to fulfill the tender conditions.

12.1.3.. The General Manager BSNL, (North) reserves the rights to counter offer price(s) against price(s) quoted by any bidder.

12.1.4. General Manager BSNL, (North) also reserves the right to award the work amongst more than one bidder.

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

12.1.6. The company reserves the right to change the terms of trade from time to time with notice period of 30 days.

12.1.7. The company reserves the right to withhold or delay the payment for the contractor in case of any pending disputes.

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

12.1.9. The decision of the General manager BSNL will be final on all matters relating to the business and will be binding on the contractor.

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

**12.1.11. Payment of Minimum Wages to the Contract workers:**

a. The wages will be at the prevailing minimum rates of wages for the area concerned for **unskilled workers as fixed by Ministry of Labour and Employment or the corresponding rates** as fixed by the State Government whichever is higher. The minimum rate of wages fixed for unskilled labour as fixed and communicated by the Deputy Chief Labour Commissioner (Central), Shastri Bhavan, Chennai-600 006 from time to time shall be applied for wages and have to be paid to the contract labourers for the actually worked days where the contracted labour is engaged and the contract workman shall not be paid any wages on the weekly days of rest and on non-deployment due to personal reasons of the contract workmen and the minimum rate of wages shall be paid as per the orders of the Deputy Chief Labour Commissioner, Chennai in this regard and hence there is no payment separately for weekly off days. The minimum wages to be paid by the contractor will be communicated by BSNL CHENNAI TELEPHONES to the contractors in writing. As and when there is any change in the minimum wages, consequent to the revised orders from the concerned authorities or consequent to reclassification of any of the areas, the revised rates applicable will be communicated in writing by BSNL, Chennai Telephones to the contractors, mentioning the date from which the revised rates will be applicable.

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

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

**d. No wages for self availed leave**

**e. All National Holidays are paid holidays**

**12.1.12.** The bidder shall quote his/her/their **Service Charge rates in terms of Rupees** in figures and in words through the given mandatory excel sheet duly filled and submitted through online. The service charge should be quoted in **terms of Rupees per labour unit per day in column E of Financial Bid.**

[i] The service charge rate shall be quoted in words and figures. If there is difference between words and figures, the amount in words shall prevail. The over writings/corrections/ erasures in the bid made by the bidder shall be attested by the persons signing the bid with full signature.

**Unattested correction in the rate quoted will make the tender liable for rejection.**

[ii] The service charge quoted shall be in Rupees on the labour rate amount inclusive of all levies and taxes but **exclusive of GST** if applicable and admissible will be paid separately at the admissible rate from time to time.

[iii] **The service charge quoted by the bidder shall remain fixed during the entire period of contract including**

**the extended period if any and shall not be subject to variation on any account.** Bid submitted with an adjustable rate quotation will be treated as non-responsive and rejected.

**[iv] While calculating the Service Charge all charges like supervisory , other cost of the Agency etc, may be taken into account. BSNL will not make any payment towards bonus and any other charges separately.**

12.1.13. All contractors' representatives will report to Dy General Manager BSNL, Chennai telephones through the nodal officer appointed by General Manager BSNL, Chennai Telephones.

12.1.14. All present, future & additional taxes /Levies/ duties etc. that may be levied by the govt./ Local authorities etc. will be borne by the contractors. 12.1.15. The contractor's representatives shall comply with all applicable laws, bye Laws, rules, regulations, orders, directions, notifications etc of the Govt./Court/Tribunals and shall also comply with all directions issued by BSNL and provide BSNL with all information and cooperation that BSNL may reasonably require from time to time.

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

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

12.1.18. Contractor shall be liable for all payments of wages, etc to his employees & shall comply with all statutory laws, rules, relating to employment, wages, EPF,ESI, Act etc. on due dates. Contractors employees will not form part of BSNL on any account & shall not claim regularisation of the services at any further point of time.

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

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

- a) Any breach of any statute, regulation, direction, orders or standards from any governmental body, agency, telecommunications operator or regulator applicable to such party; or
- b) Any breach of the terms and conditions in this agreement by Contractor

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

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

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

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

**12.1.24. BSNL's RIGHT TO VARY QUANTUM OF WORK:** The BSNL, at the time of award of the contract, reserves the right to decrease or increase the **50%** work quantum without any change in the rates or other terms and conditions, and in which case the contractor is forbidden to oppose/agitate/appeal against in any Court/Tribunal.

**12.1.25. BSNL'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:** The Sr.GM (NORTH) reserves the right to accept or reject any bid and to annul the bidding process and reject all bids, at any time prior to award of contract without assigning any reason what-so-ever and without thereby incurring any liability to the affected bidder or bidders on the grounds for the BSNL's action. The tender approving authority is not bound to accept the lowest bid, in case the rate is found to be abnormal / not practical for evaluation.

## 13. EoI Submission on E - Tendering Process

### 13.1. HOW TO GET THE TENDER FORM / SCHEDULE

#### a) DOWNLOADING OF TENDER DOCUMENT:

Eligible and Willing tenderers may download the Tender document from the website <http://www.tenderwizard.com/BSNL> for which application **cost of Rs. 2360/- must** be enclosed in the form of a Crossed DD (without fail) issued by a Scheduled/Nationalized bank favouring “**BSNL CHENNAI TELEPHONES**” Payable at **CHENNAI** while submitting tender documents, compulsorily. The cost of the Tender Document is non-refundable and non-transferable. BSNL, does not own any responsibility for any alteration /omission in the contents of the tender document either while uploading on the website or while downloading.

### 13.2 PROCEDURE FOR SUBMISSION OF TENDER:

a) **Method of Preparation of Bid:** Submission of Bids only through **online process** in the portal <http://www.tenderwizard.com/BSNL> is mandatory. Every participating bidder must have Class-III **Digital Signature Certificate (DSC)** obtained from authorized Certifying Agency in the name of the bidder who would sign the tender and other related documents.

b. The bidder shall download the tender document from the portal <http://www.tenderwizard.com/BSNL>

c. Bid can be submitted in TWO separate steps in the following manner:  
Steps Particulars To be Submitted Last Date for Online submission

First Technical Bid To be uploaded online in given PORTAL 11:00 hours of **23-11- 2020**

Second Financial Bid To be uploaded online in given PORTAL 11:00 hours of **23-11- 2020**

d. The tenderer is requested for online submission of the tender document as a token of having read the tender documents fully and understood. Both online/offline submissions are mandatory before the closing of bid submission i.e **12:00 Hours of 23-11-2020**

#### e. On Line Submission:

1. Scanned copy of DD for Bid Document Rs.2360/-
2. Scanned copy of DD towards Bid Security i.e. EMD @ 2% of Estimate Cost ie Rs.3,16,855/-
3. All mandatory documents listed in clause 14 of Tender Document
4. **Financial Bid-to be submitted only ONLINE**

#### f. Off Line Submission

The tenderer should submit in the 3 envelopes as detailed below

Envelope The Technical Bid Covers shall contain

Cover – A (Technical Bid) DD for Cost of Tender Document

Cover – B (Technical Bid) Bid Security – EMD

Cover – C (Technical Bid) NIT signed and all related documents in clause 14 except Financial Bid

The above 3 envelopes, after properly sealed should be put into one outer envelope and sealed .That outer envelope to be prominently superscribed as “Tender for **Infrastructure Maintenance at Select Telecom Ambattur, Avadi & Poonamallee Divisions under DGM(NWO)AMB in Chennai Telephones for the year 2020 – 2021**”, which are not submitted in the above mentioned manner shall be summarily rejected.

13.3. The Tenderer shall submit tender form duly filled in and signed in all pages along with EMD, over writings /erasures/corrections in the bid made by the bidder shall have to be attested with date, by the person signing the bid. Technical Bid not complying with any of the items included in clause 14 shall be liable for rejection in the entry level itself without any notice or information.

13.4. The technical bid should be submitted in a wax /PVC Tape sealed cover and shall be addressed to :

“**Divisional Engineer(Ambattur),  
Ambattur Telephone Exchange, Ambattur**”  
Chennai-98.

The outer cover so addressed to the Divisional Engineer shall be superscribed above the address portion as follows :

‘ Tender for **Infrastructure Maintenance at Select Telecom Sites in Ambattur, Avadi & Poonamallee Divisions under DGM NWO AMB in Chennai Telephones for the year 2020 – 2021**’.

**Tender No: DGM (AMB)/Infrastructure Mtce/2020 -21/1 dtd. 03/11/ 2020**

13.5. Tenders may be dropped in the Tender Box kept at

O/O **Divisional Engineer(Ambattur),  
Ambattur Telephone Exchange, Ambattur”  
Chennai-98.**

or sent by Registered/Speed Post Ack. Due, only on or before the due date and time. No other mode of dispatch is admissible.

13.6. No separate acknowledgment will be given. BSNL is not responsible for any delay in delivery by postal department. If this office remains closed on the day of opening of the tender due to any reasons, the tender will be opened automatically on the next working day of the date notified.

13.7. If the envelopes containing tender offer are not properly sealed [with sealing wax/packing PVC tape], they shall not be opened and shall be rejected outright. Closing the cover by gum will not be treated as sealed cover.

13.8. The bidder shall examine all the instructions, forms, terms and specifications in the bid documents. Failure to furnish all the information required as per bid documents or submission of the bids not substantially responsive to the bid document in every respect will be at the bidder’s risk and may result in rejection of the bid. No additional clause or condition shall be added by the tenderer other than clauses or conditions given by BSNL elsewhere in NIT Schedule. If such thing is noticed, the tender is liable for rejection.

13.9. Both ONLINE and OFFLINE Submission is mandatory before closing of Bid Submission. Tenders will be accepted upto **1200 hours of 23.11 2020**. The Technical E-Tender will be opened at **12:30** hours of the same day (i.e before such of the tenderers or their representatives who are present. Two stage processes will be adopted and Financial Bid of only qualified tenderers will be opened after intimation through E portal to only Qualified Tenderers. The bids of such of those tenderers whose EMD payment is not as per NIT will be rejected.

#### **14. THE TECHNICAL BID SHALL CONTAIN**

- a. Bid Security [EMD] (Cash receipt of BSNL or DD from Scheduled/Nationalised bank) (Mandatory)
- b. Tender documents in original, **duly filled in and signed by the tenderer on each page.** (Mandatory)
- c. DD for cost of Tender Document, in case of Downloaded from BSNL website ( Mandatory)
- d. Experience Certificate ( Mandatory).
- e. No Near relative certificate. ( Annexure- C ) from every partner (in case of partnership company.
- f. Letter of authorization, if any.
- g. BID FORM (Mandatory)
- h. Attested copy of Partnership Deed in case of partnership firms
- i. Attested copy of “Power of Attorney” in case person other than the tenderer has signed the tender documents.
- j. GST registration details – attested copy.
- k. PAN card – proof attested copy .

- n. Attested copy of latest IT return filed (FY 2018-19 & FY 2019-20)
  - o. Labour Licence (Previous Contract) and EPF and ESI registration certificate.-attested copy.
  - p. E-Payment form duly filled and signed by the Bidder. (Annexure- J)
  - q. **Annual Turn Over Certificate obtained from Chartered Accountant.(Mandatory)**
- Technical Bid not complying with any of the items included in clause 14 shall be liable for rejection in the entry level itself without any notice or information.

#### **15. FINANCIAL BID to be uploaded only ONLINE:**

The bidders should upload techno - commercial bids (Technical bids) and Financial bids simultaneously through online. The bids will be evaluated Techno - commercially first and thereafter Financial bids of Techno – commercially compliant bidders only shall be opened.

**15.1.** If any discrepancy is found in the Technical bid, the financial bid will not be opened.

#### **15.2. PERIOD OF VALIDITY OF BID:**

The bid shall remain valid for **180 days** after the date of opening of bids. A Bid valid for a shorter period shall be rejected by BSNL as non-responsive. If it is required to extend the bid by BSNL, the same shall have to be agreed by the tenderers.

#### **15.3. QUERIES ON BID DOCUMENT:**

A prospective bidder, requiring any clarification of the Bid Documents shall notify BSNL in writing or by fax at BSNL's mailing address indicated in the invitation for Bids. BSNL shall respond in writing to any request for clarification of the Bid Documents, which it receives 7 days prior to the date for the opening of the bids. Copies of the query (without identifying the source) and the clarifications by BSNL shall be sent to all the prospective bidders who have purchased the bid documents and all such clarification issued by BSNL will form part of the bid document.

#### **15.4. AMENDMENT TO BID DOCUMENTS:**

**[a]** At any time prior to the date of submission of bids, BSNL may for any reason whether at its own initiative or in response to a clarification required by a prospective bidder modify the bid document by amendments.

**[b]** The amendments shall be notified in writing to all prospective bidders and these amendments will be binding on them.

**[c]** No post amendment of bid at the initiative of bidder shall be entertained and if post amendments are made, such tenders, will be rejected and EMD will be forfeited.

#### **16. EVALUATION CRITERIA**

**16.1.** The contractor has to quote rates for services provided for all the sites. This is shown in Annexure F. Bids will be evaluated on the basis of lowest service charges quoted in Financial Bid ( Annexure-E).

**16.2.** After awarding of the contract, BSNL reserves the right to add/delete sites where the services are required. It also reserves the right to increase/decrease the number of shifts where the services are required.

## **Annexure – A**

### **Application Form to be submitted with EoI**

**Tender No: DGM (AMB)/Infrastructure Mtce/2020 -21/1 dtd. 03/11/2020**

**Name of the Contactor :**

**Address for correspondence :**

I \_\_\_\_\_ authorized signatory of the contractor M/s \_\_\_\_\_ certify that I fully agree and comply with all the clauses and sub-clauses of the EoI and annexures available with EOI.

(Signature of the authorized signatory)

(With seal and contact numbers)

Dated .. at .

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



## ANNEXURE - B

### FORMAT OF THE PERFORMANCE BANK GUARANTEE

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

**Tender No: DGM (AMB)/Infrastructure Mtce/2020 -21/1 dtd. 03/11/ 2020**

Sub : Performance Bank Guarantee in respect of EoI dated 00/00/ 2020 between the General Manager, Bharat Sanchar Nigam Limited, CHENNAI TELEPHONES and M/s.....

..... having its registered office at ..... (herein after called contractor) has entered into an agreement dated 00/00/ 2020 (herein after referred to as the "said agreement") with M/s Bharat Sanchar Nigam Limited (BSNL in short) (A Government of India Enterprise) with Corporate office at Harish Chandra Mathur Lane Janpath, New Delhi - 110 001 and having Telecom Divisional Office at CHENNAI through General Manager, BSNL, whereby BSNL has agreed to appoint CONTRACTORS for providing BSNL services on the terms and conditions exclusively mentioned therein for the Chennai Telephones.

It has been agreed between the parties that a Bank Guarantee for Rs. ....(Rupees.....thousand only) shall be given by the CONTRACTOR in favour of the BSNL for due and faithful performance of the terms and conditions of the said agreement.

.....(Name of the Bank) Bank having its office at ..... has at the request of the CONTRACTOR (M/s .....), agreed to give the guarantee as hereinafter contained:

1. We ..... (herein after called " the Bank") do hereby undertake and assure to the BSNL that if in the opinion of the BSNL, the CONTRACTOR has in any way failed to observe or perform the terms and conditions of the said agreement or has committed any breach of its obligations there-under, the Bank shall on demand and without any objection or demur pay to the BSNL the said sum of Rs...../-(Rupees.....lakh only) or such lesser amount as BSNL may demand without requiring BSNL to have recourse to any legal remedy that may be available to it, compel the Bank to pay the same.
2. Any such demand from the BSNL shall be conclusive as regards the liability of CONTRACTOR to pay to BSNL or as regards the amount payable by the Bank under this guarantee. The Bank shall not be entitled to withhold payment on the ground that the CONTRACTOR had disputed its liability to pay or has disputed the quantum of the amount or that any arbitration proceeding or legal proceeding is pending between CONTRACTOR and BSNL regarding the claim.
3. We, the Bank further agree that the guarantee shall come into force from the date hereof and shall remain in full force and effect for the period of thirty months from the date of commencement of the agreement or the term of this guarantee whichever is later. But if the period of the said agreement is extended either pursuant to the

provisions in the said Agreement or by mutual agreement between the CONTRACTOR and the BSNL, the Bank shall automatically renew the period of the Guarantee for such period which expires (six) months after the renewed period of the said agreement failing which it shall pay to the BSNL the said sum of Rs.

...../- (Rupees..... lacs only) without BSNL demanding the payment of the above sum.

4. The Bank further agrees that the BSNL shall have the fullest liberty without the consent of the Bank and without affecting in any way the obligations hereunder to vary any of the terms and conditions of the said agreement or to extend the time for performance of the said agreement from any of the powers exercisable by BSNL against the CONTRACTOR and to forebear to enforce any of the terms and conditions relating to the said agreement and the Bank shall not be relieved from its liability by reason of such failure or extension being granted to CONTRACTOR or through any forbearance, act or omission on the part of BSNL or any indulgence by BSNL to CONTRACTOR or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of relieving or discharging the guarantor.
5. The Bank further agrees that in case this Guarantee is required for a larger period and it is not extended by the Bank beyond the period specified above in Clause 3, the Bank shall pay to BSNL, without BSNL having to demand the payment of the said sum of Rs...../- (Rs..... lakhs only) on the last day on which the Bank Guarantee is due to expire.
6. Notwithstanding anything herein contained;

6.1 The liability of the Bank under this guarantee is restricted to Rs. ....../- (Rs.....lakhs only) and it will remain in force for a period of years.

6.2. The guarantee shall stand completely discharged and all rights of the BSNL under this Guarantee shall be extinguished if no claim or demand is made on us in writing for a period of 3 years.

The Bank guarantees under its constitutional power to give this guarantee and

..... and who have signed it on behalf Of the Bank have authority to do so.

(Authorized Signature of the Bank Official)

Power of Attorney General:

Dated: at

## ANNEXURE ' C

Format of Certificate regarding close relatives working in BSNL

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

**Tender No: DGM (AMB)/Infrastructure Mtce/2020 -21/1 dtd. 03/11/ 2020**

I/We .....hereby certify that none of my relative(s) as defined under is employed in BSNL unit for which I am bidding..

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

The near relatives for this purpose are defined as:- a) Members of a Hindu undivided family. b)

They are husband and wife.

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

Dated this Day of 2020

Signature:

## Annexure - D

### **SERVICE TO BE PROVIDED BY THE CONTRACTOR**

1. Refueling of diesel in DG sets and maintaining log book of diesel refueling. (The contract for supply of diesel on site shall be separate and is not part of this contract)
2. Starting/stopping of the DG set in case of power failure and auto start- up failure, and making entries in the log book.
3. Switching on and switching off of AC units.
4. Cleaning of Power Plant, DG battery, fire fighting equipment and other equipment onsite.
5. Answering of telephone, noting of complaints and passing information immediately to specified competent authorities.
6. Ensuring that the property of BSNL is not tampered with.
7. Custodianship of site with control of keys will be provided to the contractor during the time of infrastructure maintenance.
8. Movement of any material from the site is to be allowed only with a written permission of Site-in-Charge.
9. Restricting access to the site for unauthorized persons and opening and closing of gate as and when required.
10. Keeping Exchange/Office/Tower premises in hygienic condition.
11. Informing BSNL Officer-in-Charge of Exchange/BTS about any alarm/fault message immediately.
12. Help in testing of fire alarm, smoke alarm, fire fighting equipment etc when desired by Officer-in-Charge.
13. Running water pump (if any) as and when required.
14. Watering the plants (if any) as and when required.
15. Any other work that may be incidental and related to proper up-keep of the Telecom sites.

**ANNEXURE – E**

**Tender No: DGM (AMB)/Infrastructure Mtce/2020 -21/1 dtd. 03/11/ 2020**

**FINANCIAL BID**

“ Tender for **Infrastructure Maintenance at Select Telecom Sites** Ambattur, Avadi & Poonamallee Divisions under DGM NWO AMB in **Chennai Telephones for the year 2020 – 2021**”.

1. Name of the tender applicant:

2. Address of the tender applicant:

(a) Permanent Address:

(b) Contact Address:

3. Telephone no / Cell no:

S.No.	Category of site	No. of Shifts per day	Basic Rate Per Shift(@ 8 hrs per shift) Rs.	Service Charges Per Shift Rs.
(1)	(2)	(3)	(4)	(5)
1	A = Urban	45	888.15	

(In words col (5).....)

**\*Note:**

1. Service charges quoted will remain fixed through the period of the tender, including the extension period.
2. Service Charges per shift should be in Rupees only and not as a percentage of basic rate per shift.
3. BASIC RATE= BASIC +VDA+ESI+EPF (As per the current minimum wages act.
4. A Manpower should perform duty for 8 (Eight) hours minimum per shift .

**5. Evaluation will be done on the basis of the Lowest rate quoted for Service charges ie coloumn (5)**

6. If there is difference between the Rate quoted in figures and words, the rates in words only will be considered for evaluation.

7. Financial Bid is to be submitted in the e-format in the E-Tender Mode only. The minimum rates of wages have to be paid to the contract labourers for the actually worked days.

8. Where the contract labourers are engaged. The minimum rates of wages include the wages for the weekly day of rest. Hence no wage is payable for weekly day of rest.

9. Service charges include the supervisory and other cost of the Agency. BSNL will not make any payment towards bonus.

10. Service charges quoted above does not include the element of GST thereon which shall be paid extra at the applicable rates only if the tenderer pays the same to Department of Central Excise and submits a proof of payment.

11 Financial Bid is to be submitted in the e-format in the E-Tender **Mode only**.

**ANNEXURE – F**  
**Details of services to be provided for each site**

**SUB: SECURITY PERSONNEL REQUIREMENT OF AMBATTUR,AVADI AND  
POONAMALLEE AREA**

AMABATTUR	SL. NO	UNIT	Category A/B/C	SHIFTS Applicable	SECURITY STAFF REQUIRED PER DAY	REMARKS
	1	KOLATHUR RSU	A	1,2,3	2	RSU
	2	KUMARAN NGR RSU	A	1,2,3	2	RSU
	3	MOGAPPAIR WEST RSU	A	1,2,3	2	RSU
	4	MOGAPPAIR EAST RSU	A	1,2,3	2	RSU
	5	AMBATTUR OT RSU	A	1,2,3	2	RSU
	6	AYAPAKKAM RSU	A	1,2,3	2	RSU
	7	KALLIKUPPAM RSU	A	1,2,3	2	RSU
	8	PANNER NAGAR SITE	A	1,2,3	2	SITE
	9	KORATTUR RSU	A	1,2,3	2	RSU
	10	PADI RSU	A	1,2,3	2	RSU
	11	RAM NAGAR RSU	A	1,2,3	2	RSU
	12	BRINDAVAN NAGAR RSU	A	1,2,3	2	RSU
	13	NEW MILITARY ROAD RSU	A	1,2,3	2	RSU
	14	PATTABIRAM RSU	A	1,2,3	2	RSU
	15	THIRUNINRAVUR RSU	A	1,2,3	2	RSU
	16	POONAMALLEE RSU	A	1,2,3	3	RSU
	17	THIRUMAZHISAI RSU	A	1,2,3	2	RSU
	18	THIRUVERKADU RSU	A	1,2,3	2	RSU
	19	KUMANANCHAVADI RSU	A	1,2,3	2	RSU
	20	AMBATTUR EXCH (INTL)	A	1,2,3	3	EXCHANGE
	21	AVADI EXCH	A	1,2,3	3	EXCHANGE
	<b>TOTAL</b>					<b>45</b>

**TOTAL SECURITY /SHIFTS REQUIRED PER DAY = 45**

Proposed Shift timings: A = URBAN,

1. Shift I: 6 am to 2 pm
2. Shift II: 2 pm to 10 pm
3. Shift III: 10 pm to 6 am
4. Shift IV: 10 am to 6 pm

Note: I hereby agree to provide services at all the above sites and have accordingly quoted the rates of all in the Financial Bid

**NOTE:1: Duty timings are subject to change as per requirement**

**2: The duty staff should be ex-serviceman aged as per labour act.**

# ANNEXURE –G

**Tender No: DGM (AMB)/Infrastructure Mtce/2020 -21/1 dtd. 03/11/ 2020**

THIS AGREEMENT IS EXECUTED ON the -00- 2020 By and in between BSNL (A Govt. of India Enterprises) a company incorporated under the companies act 1956 vide incorporation certificate no ..... having its registered office at .....(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 through its.....empowered to execute this agreement through its resolution passed in the meeting of Board of directors vide number dated herein part of this agreement.

**And**

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

Whereas the Party of First Part i.e. BSNL (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 activities and incidental activities related to proper and suitable functioning of the Telecom Network infrastructure in its various premises, areas of Chennai Telephones.

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 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 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 (Scope of work to be defined exhaustively) on the terms and conditions herein contained and the rates approved by the party of first part

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

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

**1. Article 1: SHORT TITLE EXTENT AND COMMENCEMENT**

1.1 This agreement shall be for the purpose of specifically 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, 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 subjects to terms and condition of this agreement to the party of second part.

3.1 Use of premises

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

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

3.4.3 other premises, offices Trade name, design, copyright, goodwill etc. of party of first part.

### **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 Equipment as per the requirement and need of efficient and effective execution of assigned work. And

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

4.3 ‘Maintenance of specified account/records

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

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

### **4.4 Staff recruitment and selection**

4.4.1 The Party of Second Part shall appoint any staff at the pay scale prescribed by the various relevant statutory provisions as 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..

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

4.4.3 The party of second part understands and undertakes that it will ensure compliance of all the 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 feedback

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 register as per the requirement of Ministry of labour.

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

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

4.10 BSNL shall not be responsible for any claim/compensation that may arise due to damages/injuries to

the Party of second part's employee(s) under any circumstances while an employee(s) of the contractor is engaged in duty under the Contract.

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

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

4.11. (c) All wages and 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.

4.12 The Party of second part shall at his own cost and initiative take out and maintain at all times until the completion of the contract/lease period, insurance policies in respect of workmen engaged by him for providing services under this contract, in order to keep himself as well as BSNL/Lessee fully indemnified from and against all claims whatsoever including but not limited to those arising out of the provisions contained in Workmen's Compensation Act, 1923. Should the Contractor fail to take out and/or keep afoot insurance as provided for in the foregoing paragraph, BSNL/Lessee shall be entitled (but without any obligation to do so) to take out and/or keep afoot such insurance at the cost and expense of the Contractor and without prejudice to any other rights or remedies of BSNL/Lessee in this behalf, to deduct the sum(s) incurred thereof from any amounts due to the Contractor.

4.13 Communication of the problems;

Any problem that may arise while executing this agreement must be communicated by the parties in writing by fax/e-mail/registered post 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 the all staff and employees adhere to the standard code of conduct followed by the industry and to ensure this the party of second part appoints suitable and responsible person to supervise the proper implementation of such code, revised and amended up to date.

**4.18 Membership, affiliations;**

The Party of Second Part shall enroll itself as a member of such professional bodies, associations and societies as the normal standard of the requirements of the industry. The Party of Second Part understands that such enrollments are for its benefits and undertakes to pay such charges /fee may be required for such enrollments.

**4.19 Additional activities**

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

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

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

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

**5. Article 5: CONSIDERATIONS**

**5.1 Service charges:-Monthly fee**

5.1.1 The Party of First Part shall pay to the Party of second Part an amount as service charges as approved by the party of first part. .

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

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

## **5.2 Profit sharing**

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

## **5.3 Taxes duties**

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

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

The Party of First Part hereby 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. Payments:**

(I) We agree to pay that the minimum rate of wages fixed for unskilled labour as fixed and communicated by the Deputy Chief Labour Commissioner (Central), Shastri Bhavan, Chennai-600 006 from time to time shall be applied for wages and have to be paid to the contract labourers for the actually working days as per area A,B or C where the contracted labour is engaged.

(ii) No wages for the self availed leave (for one day or a period)

(iii) All National holidays are paid holidays for the worker.

(iv) Monthly payment should be made by the contractors to the labourers directly in the presence of BSNL authorised officers on the 7<sup>th</sup> of every month. The monthly wage sheet consisting of the following columns shall be presented while making payment to the labourers.

Name of the Labourer/ Wages per day/ No of days duty/ No.of Weekly off days/Total days paid / Total amount paid

(v) Payment of Service Charges:- In addition to labour payments as mentioned above, the successful contractor will be paid service charges finalised thro” this tender kind shall remain fixed throughout the currency and extended period of contract. In that the service charges payable will remain fixed during the contract period.

## **8 PENALTIES / LIQUIDITY DAMAGES**

8.1 Penalty for poor service :When the required services are not provided proportionate deduction will be made with penalty. In case of poor services, i.e. the man power supplied by the contractor fails to carryout the work as per the directions of the Sub-Division/Division in-charge, it will be treated as poor service and penal deductions will be made by the unit officers at the rate of 12% of the monthly contract amount. The decision of the Head of the SSA, will be final in this regard.

8.2 If any consequential damages occur while carrying out the Expression of Interest work, the damage occurred so should be borne by the Bidder, Quantum of penalty/liquidity damages assessed by the BSNL shall be final and non-challengeable by the contractor. The decision of the DGM (AMB), BSNL, Chennai Telephones will be final in this regard.

8.3The contractor is fully responsible for any failure towards the non-payment of EPF/ESI/GST which lead to penalty by the authorities concerned.

8.4 If any recovery of penalty is levied by Labour Commissioner etc., from BSNL for non-compliance of statutory rules by the contractor, the same will be recovered from the contractor's bill or Security Deposit.

## **9. LIQUIDITY DAMAGES FOR DELAY:**

Work has to be commenced as per time Schedule. For the delayed commencement of work, a delay of every week or part thereof, an amount equivalent to 2% of the contractor's claim made for the execution will be deducted from the amount payable in the settlement of the claim at the discretion of the Divisional Engineer subject to a maximum 12% of the bill amount. If delay exceeds 6 weeks, the contract will be terminated with the forfeiture of SD.

The above penalties will be made by way of deductions in the monthly bill presented by the contractor. The decision of the DE will be final in all the above matters.

## **10. TERMINATION:**

10.1. BSNL CHENNAI TELEPHONES may without prejudice to any other remedy for breach of contract, may terminate the contract with the forfeiture of Security Deposit in whole or in parts by giving 15 days notice if the contractor fails to perform any of the terms and conditions under the contract.

10.2. BSNL CHENNAI TELEPHONES may without prejudice to other rights under the law of the contract get the EOI work done at the risk and cost of the contractor in above circumstances.

10.3. BSNL CHENNAI TELEPHONES may also by giving written notice and without compensation to the contractor terminate the contract if the contractor becomes unwilling, bankrupt or otherwise insolvent without affecting its right of action for remedy, as deemed fit.

10.4. BSNL shall not be responsible for any loss or damage incurred to the contractor as a result of the termination of the contract. BSNL shall be free to take due action for the appointment of a new contractor during the period under notice and thereafter. The contractor / the company will be debarred for further participation in the EOI floated by the SSA. The decision of BSNL CHENNAI TELEPHONES as to the quantum of loss and negligence will be final.

10.5. The contractor shall under no circumstances sublet the contract and if he does so, the BSNL CHENNAI TELEPHONES wherein by notice in writing rescind the contract with the forfeiture of Security Deposit.

## **11. Article 8: LIMITATION OF AGREEMENT**

### **11.1 Trademarks, trade names and trade secrets**

11.1.1 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.

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

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

11.1.4 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.



11.1.5 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.

11.2 No 'Agency:-

11.2.1 The parties here to agree that the Party of Second Part is an independent entity.

Nothing herein 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.

11.2.2 The parties hereto agree 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.

## **12. 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.

## **13. Article 10: TENURE AND RENEWAL OF THE AGREEMENT**

13.1 Tenure

The tenure of this MOU shall expire at the end of one year in under ...normal..... circumstances until unless specifically agreed and in written form accepted by parties, though this MOU will cease to exist if

13.1.1 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.

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

13.2 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 be strictly as per the scheme.

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

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

(a) Negligence in carrying out the works or carrying out of work found to be unsatisfactory by the competent authority in BSNL.(b) Abandonment of the works or any part thereof;

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

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

(e) Failure to deposit the performance bank quarantine 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;

- 13.3.2 If the party of second part is incapable of carrying out the work;
- 13.3.3 If the party of second part misconducts himself in any manner;
- 13.3.4 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 on the BSNL;
- 13.3.5 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;
- 13.3.6 Distress, execution, or other legal process being levied on or upon any of the party of second part 's goods and/ or assets;
- 13.3.7 Death of the party of second part;
- 13.3.8 If upon any change in the Partnership/constitution of a party of second part 's organization (if a Partnership), the BSNL shall refuse to continue the contract with the re-constituted firm;
- 13.3.9 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;
- 13.3.10 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
- 13.3.11 The decision of the .....(Competent Authority), as to whether any of the events/ contingencies mentioned in above Clauses, entitling the BSNL to terminate the Contract, has occurred or not, shall be final and binding upon the party of second part. However, before invoking action under this clause, BSNL shall give prior written notice to the party of second part to rectify the problem areas within maximum two weeks of time.

13.4 The authority of premises shall stand terminated in the following events

- 13.4.1 Upon the expiry of the contracted period
- 13.4.2 Upon occurrences of instances mentioned in clause above
- 13.4.3 Upon mutual consent of the parties before the expiry of the period.

**14. 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.

**15. Article 12: INDEMINIFICATION**

- 15.1 Loses and damages
  - 15.1.1 The Party of Second Part and the indemnifiers are jointly and severally responsible for all losses to damages to third person, originating in or connected with the conduct of the Party of Second Part for all claims demand for damages to properties or for injury, illness, or death of persons directly or indirectly resulting there from. The agency and indemnifier agree to defend, Indemnifies and save the Party of First Part from any harm with respect to any such claims, losses all damages result from the willful negligence of the Party of First Part, Its employees or agents after signing the agreement.
  - 15.1.2 Personnel indemnification;
    - (a) The indemnifier here by personally indemnifies the Party of First Part in respect of every claim, which the Party of First Part may have against the Party of Second Part under this agreement and further personnel guarantees payment of the same to the Party of First Part. This shall not affect any right of the Party of First Part to preceede against the Party of Second Part in respect of such claim or claims.

## **16. Article 13: DIRECT SUPERVISION**

Both Parties agree 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.

## **17. Article 14: DEFAULTS**

17.1 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.

17.1.1 In case of appointment of Sub- 'Agency' by Party of Second Part, in contravention of the spirit and intention of the MOU, the party of first part it excludes the agencies appointed to carry out delegated works and tasks. Using the recourses dedicated under this agreement for the purpose outside the purview of this agreement.

17.1.3 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. 17.2 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.

17.2.1 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.

17.2.2 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.

## **18. Article 16: MISCELLANEOUS/GENERAL CONDITIONS**

### **18.1. 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.

#### 18.2. 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.

#### 18.3. Governing laws

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

#### 18.4. Applicable laws

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

#### 18.5. Severability

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

#### 18.6. 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 the registered post at the recorded address of the parties. Notices shall be served by both parties at the addresses/fax/email mention hereunder

Of party of first part

- 1
- 2
- 3

Of party of second part

- 1
- 2
- 3

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

#### **19.7 Force majeure clause**

19.7.1 Force majeure shall mean any event or circumstances or combination of the events or 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.

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

19.7.3 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

19.8. 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.

**20. Article 17: Arbitration and jurisdiction**

20.1 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.

20.2 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, Arbitration 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.

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

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 2020 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.

**CHECK LIST**

**Tender No: DGM (AMB)/Infrastructure Mtce/2020 -21/1 dtd. 03/11/ 2020**

		YES / NO
1.	Tender document duly filled and signed in all pages	
2.	The cost of tender form for Rs.2360/- either by Cash receipt or DD if downloaded. One tender document for applying one zone only.	
3.	EMD by cash receipt or in the form of Demand Draft as per clause 5 of this tender Terms and Conditions	
4.	Self Attested Copy of Agency / Firm Registration Certificate .	
5.	Self Attested Copy of GST Registration Certificate.	
6.	Certificate regarding proper payment towards EPF, ESI & GST by a Chartered Accountant.	
7.	Self Attested Copy of EPF Registration Certificate.	
8.	Self Attested Copy of ESI Registration Certificate.	
9.	Self Attested Copy of PAN Card.	
10.	Work Experience Certificate with details of vintage (The period of experience should not be less than two years)	
11.	No Near Relative Certificate duly filled and signed	
12.	Copy of license from the Assistant Labour Commissioner for the previous contract or declaration	
13.	E-Payment Mandate form duly filled and signed by the bidder .	
14.	Declaration of Non Blacklist form duly filled and signed by the bidder.	

**ANNEXURE-H**

**Tender No: DGM (AMB)/Infrastructure Mtce/2020 -21/1 dtd. 03/11/ 2020**

**ADVANCE STAMP RECEIPT**

Received a sum of Rs ..... (Rupees.....  
only) as refund of Earnest Money Deposit paid towards participating in the Sealed Tender called for towards the EoI for maintenance and upkeep of parts of BSNL Telecom Infrastructure in North peripheral area in chennai telephones for the year 2020-2021 vide Tender Notice No:

Cash Receipt No. \_\_dated \_

Signature of Tenderer :  
Name and Address :

One rupee revenue stamp and signature
---



**ANNEXURE-I**

**Tender No: DGM (AMB)/Infrastructure Mtce/2020 -21/1 dtd. 03/11/ 2020**

**DECLARATION OF NON BLACKLIST**

I, Sri / Smt,-----

S/o -----

Resident of-----

---

Hereby certify that my / our/ agency / company is not blacklisted in BSNL. In case at any stage it is found that the information given by me / us is false / incorrect , BSNL shall have the absolute right to take any action without any prior intimation to me /us.

Place:

Signature of the Tenderer.

Date;

(with seal)

Name :

Address :

**ANNEXURE – J**

**Tender No: DGM (AMB)/Infrastructure Mtce/2020 -21/1 dtd. 03/11/ 2020**

**E-PAYMENT MANDATE FORM**

To

The Dy. General Manager(NWO)AMB, BSNL, Chennai Telephones.

Sir,

Kindly pay any amount due to me/us to our Bank Account as detailed below either by Electronic Clearance/Electronic Fund Transfer mode and the payments shall continue to be made in my/our below mentioned account till a change is requested by me/us. The Service charges, if any, levied by the bank will be borne by me/us. We also declare that the particulars given below are correct and complete. If the transaction is delayed or not effected at all for incomplete information, I/we would not hold BSNL responsible.

1	Name of the Tenderer Firm /Company/	
2	Name of the Bank Account	
3	Address As per Bank Record	
4	Name of the Bank	
5	Name of the Branch	
6	Branch code	
7	Bank IFSC code	
8	Type of Account	
9	Account Number	
10	Bank Address	
11	Bank Telephone Number (& code)	

Date      Name & Signature of the Agency with seal

## ANNEXURE – K

### **E-tendering Instructions to Bidders**

#### **Special Instructions To Bidders For E-Tendering**

##### **General**

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

Submission of Bids only through online process is mandatory for this Tender.

E-Tendering is a new methodology for conducting Public Procurement in a transparent and secured manner.

Suppliers/ Vendors will be the biggest beneficiaries of this new system of procurement.

(<https://www.tenderwizard.com/BSNL>) through ITI, a Government of India Undertaking.

For conducting electronic tendering, CHTD has decided to use the portal

Benefits to Suppliers are outlined on the Home-page of the portal.

##### **1. Tender Bidding Methodology:**

Sealed Bid System – Two Stage–

Using Two Envelopes',

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

##### **2. Broad outline of activities from Bidders prospective:**

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

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

##### **3. Digital Certificates**

For integrity of data and authenticity/ non-repudiation of electronic records, and to be compliant with IT Act 2000, it is necessary for each user to have a Digital Certificate (DC). also referred to as Digital Signature Certificate (DSC), of Class 2 or above, issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer <http://www.cca.gov.in>].

##### **4. Registration and Training**

To use the Electronic Tender® portal (<https://www.tenderwizard.com/BSNL>) vendors need to register on the portal. Registration of each organization is to be done by one of its senior persons who will be the main person coordinating for the e-tendering activities. In ETS terminology, this person will be referred to as the Super User (SU) of that organization. For further details, please visit the website/portal, and click on the 'Supplier Organization' link under 'Registration' (on the Home Page), and follow further instructions as given on the site.

Pay Annual Registration Fee as applicable.

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

ITS's Helpdesk

Telephone/ Mobile – 9894191904 / 9941947400

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

E-mail ID - [bsnlthelpdesk@gmail.com](mailto:bsnlthelpdesk@gmail.com), [twhelpdesk679@gmail.com](mailto:twhelpdesk679@gmail.com), [twhelpdesk438@gmail.com](mailto:twhelpdesk438@gmail.com)

**BSNL Contact**

BSNL's Contact Person-1, DE, Phone Number - 044-26251230

Email id: - [deambextl@gmail.com](mailto:deambextl@gmail.com)

[from 03/11/ 2020 10:00 hrs to 21/11/ 2020 17:30 hrs on working days]

BSNL's Contact Person-2, **SDE (Intl) AMB**

Telephone no. 044-26251230 from 03/11/ 2020 10:00 hrs to 21/11/ 2020 17:30 hrs on working days

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

The entire bid-submission would be online on Tender wizard portal. Broad outline of submissions are as follows:

- Submission of Bid Security/ Earnest Money Deposit (EMD)
- Submission of digitally signed copy of Tender Documents / Addendum
- Two Electronic Envelopes containing

I. Qualifying BID for **Infrastructure maintainance tender –Ambattur**, Avadi & Poonamallee Divisions under DGM NWO AMB

2. Financial Bid for **Infrastructure maintainance tender –Ambattur**, Avadi & Poonamallee Divisions under DGM NWO AMB

The bidder is requested to submit the following documents one original set of Eligibility bid, Qualifying and financial bids in separate covers offline to

**Divisional Engineer(Ambattur),  
Ambattur Telephone Exchange, Ambattur”  
Chennai-98.**

on or before the date & time of submission of bids specified in this tender document, in a Sealed Envelope. The envelope shall bear (Name of the Work), the tender number and the words 'DO NOT OPEN BEFORE' (due date & time).

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

#### 7. **Special Note on Security of Bids**

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

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

Typically, 'Pass-Phrase' of the Bid-Part to be opened during a particular Public Online Tender Opening Event (TOE) is furnished online by each bidder during the TOE itself, when demanded by the concerned Tender Opening Officer may authorize the bidder to open his bid himself.

There is an additional protection with SSL Encryption during transit from the client end computer of a Supplier organization to the e-tendering server/ portal.

## 8. Public Online Tender Opening Event (TOE)

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

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

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

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

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

## 9. Important Note:

In case of internet related problem at a bidder's end, especially during 'critical events' such as a short period before bid-submission deadline, during e-auction, it is the bidder's responsibility to have backup internet connections. In case there is a problem at the e-Procurement/e-Auction service provider's end (in the server, leased line etc) due to which all the bidders face a problem during critical events, and this is brought to the notice of BSNL by the bidders in time, then BSNL will promptly re-schedule the affected event(s).

## 10. Other Instructions

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

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

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

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

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

## 11. Minimum Requirements at Bidders end

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

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