



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

BID DOCUMENT
(Technical cum Financial Bid)

TENDER FOR Expression of Interest (EOI) is invited on behalf of
PGM (NW-O) North, Chennai Telephones,
from interested parties for
maintenance and upkeep of parts of its telecom infrastructure
at select Telecom Sites in
Chennai Telephones DGM (NWO – KEL & MVM) Area

TENDER No:DGM (NWO – KEL & MVM)/E-Tender/EOI-Infrastructure Mtce/2019-20/06
Dt. 05.12.2019

O/o. Deputy General Manager (NWO –KEL & MVM)
BSNL, Chennai Telephones
Kellys Telephone Exchange Complex,
22, Kellys Road, Chennai-600 010

Phone No: 044-26614888

Fax No : 044-26613888

CERTIFIED THAT THE TENDER CONTAINS 50 PAGES ONLY

(Please note that the entire document should be returned duly filled in and signed by the tenderer. No portion of this document should be detached or retained with the tenderer. If necessary, the tenderer may make a photocopy of the submitted tender at his own cost for reference.)



भारत संचार निगम लिमिटेड

(भारत सरकार का उपक्रम)

BHARAT SANCHAR NIGAM LIMITED

(A Govt. of India Enterprise)

CHENNAITELETELEPHONES

**TENDER FOR Expression of Interest (EOI) for maintenance and
upkeep of parts of its telecom infrastructure
NOTICE through E-tendering**

**TENDER No: DGM (NWO – KEL & MVM) /E-Tender/EOI-Infrastructure
Mtce/2019-20/06 Dt. 05.12.2019**

**BSNL Chennai Telephones invites for maintenance and upkeep of parts
of its telecom infrastructure at select Telecom Sites under the
jurisdiction of DGM North West Zone comprising of KELLYS,
MADHAVARAM AND PERIYAR NAGAR Divisions through E-Tendering**

Last Date for Submission of Tender 02.01.2020

**Tender forms shall be available for downloading from
<https://www.tenderwizard.com/BSNL> from 12.12.2019 11.30hrs to
01.01.2020 16.00hrs.**

**For further details, visit our website: www.chennai.bsnl.co.in or contact
AGM (C& A) NW, Tel: 044-26471919.**

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[A Govt. of India Enterprise]
O/o. Deputy General Manager (NWO –KEL & MVM)
BSNL, Chennai Telephones
Kellys Telephone Exchange Complex,
22, Kellys Road, Chennai-600 010

DGM (NWO – KEL & MVM) /E-Tender/EOI-Infrastructure Mtce/2019-20/06 Dt. 05.12.2019

SECTION – I (a)

NOTICE INVITING TENDER

The DGM (NWO – KEL & MVM), Bharat Sanchar Nigam Limited, Chennai Telephones, for and on behalf of the Principal General Manager (North), [herein after referred as BSNL] invites Expression of Interest [EOI] from interested parties for maintenance and upkeep of parts of telecom infrastructure, at select telecom sites in Chennai Telephones DGM (NWO – KEL & MVM) from reputed contractors, firms, companies, who possess experience of successful completion of such two works of similar nature [infrastructure maintenance and upkeep of telecom installations] in BSNL/DOT/PSUs [State/Centre] or other telecom operators, costing an amount not less than Rs.30 Lakhs per year (Thirty Lakhs only), during the last five financial years.

2. The details of sites and their locations are given in Annexure- D

SL. No	Name of the zone	No of locations	Total units	CATEGORY 'A' Urban	CATEGORY 'B' Rural	ESTIMATED COST	EMD @ 2% in Rs
1	DGM (NWO – KEL & MVM)	21	43	43	0	Rs.1,78,13,500	Rs.3,56,300

3. **Cost of EOI document:** Rs.2000 + Rs.360 (18% GST) = Rs.2360/- [Rupees Two Thousand three hundred and sixty only].

4. **EOI Tender document:** Tender document can be obtained by downloading it from the website www.chennai.bsnl.co.in. The tender document for participating in E-tender shall be available for downloading from <https://www.tenderwizard.com/BSNL> from 12.12.2019 11.30hrs up to 16.00hrs / 01.01.2020. BSNL, Chennai Telephone District has decided to use process of e-

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tendering for inviting this tender and thus the physical copy of the tender would not be sold. Bidders must register on the e-tender portal, if not already registered earlier and follow all instructions for participating in bidding for the tender. The bidders cannot participate in the tender without downloading official copy of the tender document. The Tender document shall not be available for download on its submission and also after closing date.

5. **EMD:** The EMD, as stated in 2 above is payable either in DD/Bankers cheque drawn in any Nationalized/Scheduled bank in favour of BSNL, Chennai Telephones. The DD Date should be after the NIT date. The EMD will not bear any interest and will be returned / refunded to the unsuccessful tenderer as soon as the contract is finalized. In case of the successful bidder the EMD paid will be adjusted against the performance security deposit.

6. **Time and last date for submission of EOI : 11:00 hours of 02.01.2020.**

7. **Submission of EOI:** The entire bid-submission would essentially be online on Tender wizard portal. However, the bidder is also required to submit the original set (hard copy) of Eligibility bid, Qualifying and financial bids in separate covers, duly signed on all pages, offline to AGM(C & A) O/o DGM (NWO – KEL & MVM), BSNL, Chennai Telephones, 1st Floor, Kellys Telephone Exchange, 22 Kellys Road, Chennai-600010 on all working days up to 11 00 hrs of 02.01.2020.

8. **Time and Date of opening the EOI: 11:30 hours on 02.01.2020**

The bid shall remain valid for 240 days from the date of opening of bid.

9. **Validity of EOI:** The validity of the EOI will normally be for One year from the date of agreement and the extension of contract for another three months at the discretion of BSNL and for further period of Nine months with mutual consent on the same terms and conditions of the tender document. For details see terms and conditions.

The EOIs which are not accompanied with EMD and proof for payment of cost of document shall be summarily rejected. The EOI shall not be accepted at any cost, if received after the scheduled date and time. EOIs, which are incomplete in any respect and not fulfilling the prescribed conditions, are liable for rejection.

Dy. General Manager (NWO – KEL & MVM)
BSNL CH T.D.

SECTION I (b)

SPECIAL INSTRUCTIONS TO BIDDERS FOR E-TENDERING

General

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

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

E-Tendering is a new methodology for conducting Public Procurement in a transparent and secured manner. Suppliers/ Vendors will be the biggest beneficiaries of this new system of procurement.

For conducting electronic tendering, CHTD has decided to use the portal (<https://www.tenderwizard.com/BSNL>) through ITI, a Government of India Undertaking.

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

1. Tender Bidding Methodology:

Sealed Bid System – 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) will be received 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)

Signature of the Bidder with date & Seal

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– Respond to BSNL's Post-TOE queries.

10. Attend Public Online Tender Opening Event (TOE) on ETS

– Opening of Financial-Part

(Only for Technical qualifying 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 the person duly authorized on behalf of the bidder in case of a Firm or Company and in case of a proprietary concern the Proprietor himself, 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, twhelpdesk679@gmail.com, twhelpdesk438@gmail.com

BSNL Contact

BSNL's Contact Person-1, AGM(C&A), Phone Number - 044-26471919

Email id: - sdetechnw@gmail.com

[on working dates from 13.12.2019 to 01.01.2020 between 11:30 hrs and 17:30 hrs]

BSNL's Contact Person-2, SDE Tech NW

Telephone no. 044-26612049 on working dates from 13.12.2019 to 01.01.2020 between 11:30 hrs and 17:30 hrs

Signature of the Bidder with date & Seal

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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) (self-attested scanned copy)
- Submission of digitally signed copy of Tender Documents / Addendum
- Two Electronic Envelopes containing
 - I. Qualifying BID for EOI for maintenance and upkeep of parts of telecom infrastructure, North West Zone
 2. Financial Bid for EOI for maintenance and upkeep of parts of telecom infrastructure, North West Zone

6. Offline Submissions:

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

Assistant General Manager (C & A) NW,
First floor, 22, Kellys Road,
Kellys Telephone Exchange Complex,
Chennai-10.

Tel No: 26471919

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) as mentioned in the tender document.

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

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 Encrypted™ 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

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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:

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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)

FEATURE OF EOI

1. Introduction

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

2. Purpose of the EOI

2.1. BSNL means General Manager North), BSNL, CHT D floating the EOI) 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 bidder for a period of one year and the extension of contract for another three months at the discretion of BSNL and for further period of Nine months with mutual consent on the same terms and conditions of the tender document.

3. General requirement

3.1. BSNL CH T D intends to contract infrastructure maintenance services as per Annexure-D at select telecom sites in DGM (NWO – KEL & MVM) area. These may be required for different time frames at different installations as per requirement (Annexure-C). Contractors need to bid for the provision of services at ALL sites in a unit.

4. Eligibility Requirements

4.1. The contractor/ bidder must have a turnover of not less than Rs. 30 Lakhs per year during each of the preceding 5 financial years.

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

4.3 The Contractor shall enclose all the list of documents as mentioned in para 14 and turn over certificate duly certified by the Auditor/ Chartered Accountant failing which, the bid will not be considered and will be rejected summarily

5. Financial Requirement

5.1. Performance Security Deposit of minimum of 5% of annual contract amount is to be deposited by the contractor at the O/o Dy. General Manager (NWO – KEL & MVM), BSNL, CH T D before signing the agreement either in cash at the cash counter of AO C&A (NE), BSNL, Chennai Telephones or DD/Bankers cheque drawn from any Nationalized/Scheduled bank in favour of BSNL, Chennai Telephones. The Security Deposit can also be paid in the form of Bank Guarantee (valid up to and including six months after the period of contract (18 months) from a scheduled bank as per the specimen in Annexure- H within 10 days upon intimation. The performance security will not bear any interest and will be refunded after the expiry of the contract period.

The EMD may be forfeited, if the successful bidder fails to sign the contract and made the performance security deposit in accordance with Clause 5.1 and the performance security deposit may be forfeited if the bidder withdraws his bid during the period of bid validity.

5.2. Contractor shall submit the aforesaid performance Security Deposit of the said amount or as BSNL may recommend from time to time. Without prejudice to other rights and remedies, available to BSNL, BSNL reserves the right to forfeit/adjust the said performance Security Deposit either in full or part or 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 Security Deposit at any time in its own discretion with respect to any/some/all such contractors.

6. Evaluation Criteria

6.1. BSNL Will consider issue of Letter of Intent (LOI) to the lowest bidder amongst those who meets the eligibility requirements as mentioned in Clause 4 and agreeable to all terms and conditions. The bidder shall give the acceptance within 10 days of issue of LOI and make Performance Security deposit as mentioned in clause 5 and sign the contract with BSNL. The signing of contract shall constitute the award of the contract on bidder.

6.2. After award of contract to the Approved bidder the officer designated by the Deputy General Manager (North West) , BSNL, CH T D shall issue the work orders for commencement of the work.

6.3. BSNL's right to vary quantum of work: BSNL, Chennai Telephones, at the time of award of work under the contract, reserves the right to decrease or increase the work by up to 25% of the total quantum of work specified in the schedule of requirements without any change in the rates or other terms and conditions.

7. Agreement period

7.1. The agreement shall be valid for a period of one year and the extension of contract for another three months at the discretion of BSNL and for further period of Nine months with mutual consent on the same terms and conditions of the tender document subject to satisfactory performance during the previous period by the contractor.

8. Right

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

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

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

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

9. Responsibilities of Contractor

9.1. The contractor shall be responsible for provision of the services as per Annexure C at the site premises during the service timings specified for each site. The sites will be classified by BSNL Ch T D into two categories (A and B). Annexure D lays out the services required at each type of site. At each site, the services may be required in one, two, three or four standard eight hour shifts. The proposed shift timings are provided in Annexure D. On Sundays / Holidays, the Services would be maintained for 24 hours in respect of Offices/ Telephone Exchanges where two persons are employed. Area Deputy General Manager, BSNL, Ch T D can decide to change the timings as per local conditions and modification/addition in requirement of service in due course of the contract, based on the requirements.

9.2. This clause (clause 9.2) is applicable only for sites requiring services as specified in Items 5, 6 or 7 as per Annexure C. The contractor's representatives shall be responsible for calling the concerned officer in charge for the telecom site both at the time of the starting as well as end of duty from the site. At any point if the contractor's representatives fail to do so, 5% of the monthly contract amount of that site will be deducted from their payment for every instance of such negligence on their part. In addition, if during any visit, the contractor's representatives are not found to be present

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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.

9.3. 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. Apart from other punitive actions as deemed fit by BSNL in such cases

10. Inspection

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

11. General Terms and Conditions:

11.1. Commercial Terms & Conditions

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

11.1.2. The BSNL reserves the right to black list a bidder for a suitable period in case he fails to honor his bid without sufficient grounds or engages in any malpractice to the detriment of BSNL.

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

11.1.4. BSNL also reserves the right to award the work amongst more than one bidder.

11.1.5. 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.

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11.1.6. The BSNL reserves the right to change the terms, if any warranted, with 7 days prior notice.

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

11.1.8. 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 arbitration in terms of clause 17 of the annexed tender agreement being the sole arbitrator appointed by BSNL.

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

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

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

11.1.12. All contractors' representatives will report to competent Authority being the DGM (NOW), NW, BSNL CHTD, through the nodal officers appointed by Competent Authority.

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

11.1.14. The contractor's representatives shall comply with all applicable laws, bye Laws, rules, regulations, orders, directions, and 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.

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

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11.1.16. 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.

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

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

11.1.19. 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.

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

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

11.1.22. The Contractor will be bound by all the aspects and legal issues relating to the lab our laws.

11.1.23. The persons deployed should be physically fit to handle all the services mentioned in Annexure– C, Having good vision without colour blindness who shall not be more than 55 years (Fifty five year) of age.

12. EOI submission - OFFLINE

The EOI may be submitted by the contractor at following address:

Signature of the Bidder with date & Seal

TENDER No: DGM (NWO – KEL & MVM) /E-Tender/EOI-Infrastructure Mtce/2019-20/06
Dt. 05.12.2019

Asst. General Manager (C) NW,
BSNL, Chennai Telephones
1st Floor, Kellys Telephone Exchange,
22 Kellys Road, Chennai-600010

Tel: 044 – 2647 1919 The last date of submission of EOI is 11:00 hrs 02.01.2020

13. PROCEDURE FOR SUBMISSION OF OFFLINE EOI

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

The Bidder has to upload the Scanned copy of all said original documents duly filled in and signed by the contractor as Bid-Annexure during Online Bid-Submission

13.1. Apart from this, the application for Expression of Interest must be submitted in two sealed envelopes separately, subscribing one envelope as “Technical Bid for EOI for Infrastructure Maintenance” and second Envelope as “Financial Bid for Infrastructure Maintenance”. Both the sealed envelopes should be placed in another sealed envelope super scribed “EOI for Infrastructure Maintenance” and should be addressed to the Asst. General Manager (C) NW, BSNL, Chennai Telephones, 1st Floor, Kellys Telephone Exchange, 22 Kellys Road, Chennai-600010.

Downloaded EOI Form submitted without cost of EOI document will be rejected and returned unopened to the bidder. Envelope containing Technical Bid must have the documents listed in Clause 14 whereas the envelope containing the Financial Bid must have quoted bid in the format specified in Annexure F

13.2. The EOI should be submitted in person or through an authorized representative. Out station applicants can send their application of EOI by ‘Registered Post’ / ‘Speed Post’ / ‘Courier’

13.3. The prescribed documents as per eligibility criterion should be submitted by contractor.

13.4. The contractor shall be intimated after evaluation of the bid.

13.5. Declaration regarding no close relatives working in BSNL as per Annexure-B should be submitted by the Contractor.

13.6 Declaration regarding blacklisting / debarring as per Annexure – G should also be submitted by the Contractor.

14. List of documents to be submitted along with EOI

- 14.1. Application form (Annexure-A)
- 14.2. Declaration regarding no close relative working in BSNL (Annexure-B)
- 14.3. Self-attested of copy of GST registration
- 14.4. Self-attested Copy of PAN certificate& copy of IT Return for AY 2017-18, 2018-19, 2019-20
- 14.5. Self-attested copy of EPF and ESI Registration number, duly Attested
- 14.6. The turnover of the company/contractor as required in eligibility criteria to be issued /certified by a Chartered Accountant/Auditor.
- 14.7 Experience certificate as required in eligibility criteria, issued by the competent authority, duly attested by a gazetted officer for a minimum period of two years. In respect of experience certificate of telecom service providers it must be issued by the operation heads of telecom circle/license area.
- 14.8. EMD as specified in Para 2 of NIT.
- 14.9. Certificate of incorporation wherever applicable.
- 14.10. Articles and Memorandum of Association in case of company or partnership deed in case of Firm or duly notarized affidavit of Proprietor declaring that he is the Proprietor in case of proprietorship as the case may be wherever required.
- 14.11. In case of limited Company or partnership firm, the authorization of the competent authority or Power of attorney for signing the EOI document, bid, agreement etc.
- 14.12 Copy of Labour License for previous related works duly attested by a Gazetted officer.
- 14.13. The whole EOI document, signed page by page either by the contractor or his authorized signatory as the case may be for page by page compliance of the EOI document and terms and conditions.
- 14.14 Tenderers profile duly filled in as given in the EOI document.
- 14.15 Declaration as per Annexure – G
- 14.16 Solvency certificate of Rs 5, 00,000/-, not older than the date of issue of NIT, from the banker of the Tenderer should be submitted.

15. Evaluation Criterion

15.1. This is a two stage tender, only technical bids will be opened on bid opening day and financial bids will be opened for technically qualified bids after evaluation. The contractor has to quote Percentage of Service Charge for services to be provided. This is shown in Annexure F. Bids will be evaluated on the basis of lowest percentage of Service Charge. ie., the bidder (amongst all the qualified bidders) who quotes the lowest percentage of Service Charges will be considered as L1.

TENDER No: DGM (NWO – KEL & MVM) /E-Tender/EOI-Infrastructure Mtce/2019-20/06
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15.2. After awarding of the contract, BSNL reserves the right to add/delete sites where the services are required. It also reserves the right to increase/decrease the number of shifts where the services are required. In case of any changes the rates quoted in the financial bid F will be used to determine the payments made to the contractor, post changes in sites, shifts etc.

16. Schedule for wages

Minimum Wage, Per person/per shift (8 hours) as prescribed by Ministry of Labour, Govt. of India, presently @ Rs.733/- (VDA will vary from time to time released by Ministry of Labour, Govt. of India) for Area - A and which is inclusive of Basic + VDA. In addition 13% EPF Employer contribution per 8 hour shift on per day basis shall be paid by BSNL to the contractor on claim on monthly basis. Also, in respect of persons engaged in areas where the scheme of ESI is available, the ESIC at 3.25% shall be paid by BSNL to the contractor on claim on monthly basis. EPF should be paid through ECS mode only as per the latest instructions of EPF authorities. Software from EPF authorities should be used for payment of EPF using e payment mode. Proof for payment of EPF / ESI for the workers under the Contractor shall be submitted along with the bill every month.

17. a) Service charge:

a) Service charge to the contractor is calculated in his offered and accepted percentage to the Monthly wage [Minimum wage plus VDA] only for the tender period and extension thereof if any. The Service Charge includes Minimum bonus Payable to the Person engaged by contractors, maintenance and supervisory expenditure of the agency. But the service charge does NOT include the element GST there on.

17.b) GST Tax

GST Tax as applicable from time to time shall be paid by BSNL to the contractor

Noncompliance of the any conditions will be verified and suitable penalty will be levied.

17. c) The contractor is fully responsible/liable for any failure, towards the non payment of ESI/EPF/wages which may lead to penalty by the concerned authorities. The responsibility/liability will continue even after the tenure of the contract. Taking the station of principal employer for all contractors for ESI coverage, the ESI deductions have to be made from all the contract labourers and accordingly ESI facility have to be extended to them.

17. d) Service charges may be quoted taking into account that all mtce/administrative expenses including bonus for which BSNL will not take any liability or expenditure.

18. PAYMENT TERMS AND CONDITIONS:-

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

Attested copy of attendance sheet for the month

Attested copy of the muster roll / wages paid indicating receipt of payments by each worker duly countersigned by the controlling officer of having disbursed the said amount in his presence (Salary Statement). In any case the wages shall be credited to the bank account of the worker concerned and copies of necessary bank accounts statements be submitted as proof of payment of wages to the worker without fail.

Attested copies of the list of workers engaged against the work order each month.

The attested copy of receipt towards payment of GST TAX pertaining to the previous month

Attested copies of authenticated documents of payments of such contribution to EPF / ESI etc. along with list of works indicating the EPF /ESI Code, amount etc., against each EOI (beneficiary) for the previous month / quarters

Copy of work order issued by the competent authority

Attested copies amount of EPF contribution (Both employees and employer's) for the duration of engagement of question paid to EPF authority

Attested copies Declaration regarding compliance of the EPF ACT 1952 along with the ESI Scheme

Working satisfactory report

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

18.3 Payment will be made through ECS

18.4 Duty chart signed by Security guards and must be countersigned by concerned Unit Officer.

SECTION III

To

The DGM (NWO-KEL & MVM)

BSNL, Chennai Telephones

Kellys Telephone Exchange Complex

22, Kellys Road, Chennai-10.

Sir,

Having examined the conditions of contract and specifications given in tender document, the receipt of which is hereby duly acknowledged, we the undersigned, offer to execute the work of housekeeping in conformity with said conditions of contract and specifications as may be ascertained in accordance with the approved rates attached herewith and made part to the Bid.

We undertake, if our Bid is accepted, we will execute the work in accordance with specifications, time limits and terms and conditions stipulated in Bid document.

If our Bid is accepted, we shall submit the securities as per the conditions mentioned in the contract.

We agree to abide by this Bid for a period of 240 days from the date fixed for Bid opening (Qualifying Bid) and it shall remain binding upon us and may be accepted at any time before the expiry of that period.

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

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

Dated this day of..... 2019

Signature of Authorized Signatory.....

In capacity of

Duly authorized to sign the bid for and on behalf of

Witness.....

Address.....

Signature.....

CERTIFICATE FOR THE DOCUMENTS DOWNLOADED FROM BSNL WEBSITE

In case the tender document is downloaded from the web site a declaration in the following proforma has to be furnished:

"I..... (Authorized signatory) hereby declare that the tender document for -----

Submitted has been downloaded from the website www.chennai.bsnl.co.in and no addition/deletion/ correction has been made in the tender schedule downloaded. I also declare that I have enclosed a DD/Bankers Cheque No. Datedfor Rs..... towards the cost of tender document along with EMD in the qualifying bid".

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

SIGNATURE OF THE BIDDER WITH SEAL

LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

To
Assistant General Manager (C & A) NW,
First floor, 22, Kellys Road,
Kellys Telephone Exchange Complex,
Chennai-600010.

Subject: Authorization for attending bid opening on 02.01.2020 in the Tender
for maintenance and upkeep of parts of its telecom infrastructure at select
Telecom Sites under the jurisdiction of DGM North West Zone comprising of
KELLYS, MADHAVARAM AND PERIYAR NAGAR, Chennai Telephones.

-0-0-0-

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

Order of Preference	Name	Specimen Signatures
I.		
II.		

Alternate Representative

Signatures of bidder

Or

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

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

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

Signature of the Bidder with date & Seal

ADVANCE STAMPED RECEIPT

Received a sum of Rs _____/- (Rupees _____)

_____ only) as
refund of Earnest Money Deposit paid towards participating in the Sealed Tender called for towards
for maintenance and upkeep of parts of its telecom infrastructure at select Telecom Sites under the
jurisdiction of DGM North West Zone comprising of KELLYS, MADHAVARAM AND PERIYAR NAGAR
area for the year 2019-2020 vide Tender No. TENDER No: DGM (NWO – KEL & MVM) /E-Tender/EOI-
Infrastructure Mtce/2019-20/06 Dt. 05.12.2019

Cash Receipt No. _____ dated _____

Demand Draft No. _____ dated _____ of _____ Bank

Signature of Tenderer :

(Over the Stamp)

One
Rupee
Revenue
Stamp

Name and Address :

Application Form to be submitted with EOI

Name of the Contractor:

Address for correspondence:

I,....., authorized signatory of the contractor M/S....., certify that I fully agree and comply with all the clauses and sub-clauses of the EOI and Annexure A, B, C, D, E-I, E-II, F, G & H 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.

Format of Certificate regarding close relatives working in BSNL

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

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

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

The near relatives for this purpose are defined as:-

- a) Members of a Hindu undivided family.
- b) They are husband and wife.
- c) The one is related to the other in the manner as father, mother, son(s) & son's wife (daughter in law), Daughter(s) and daughter's husband (son in law), brother(s) and brother's wife, sister(s) and sister's husband (brother in law).

Dated this _____ Day of _____ 2019

Signature: _____

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

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 ACs.
4. Cleaning of power plant, DG battery, firefighting equipment, other equipment at site
5. Answering of telephone, noting of complaints and passing information immediately to specified competent authority.
6. Ensuring that the property of BSNL is not tampered with; Custodianship of site with control of Keys will be provided to the contractor during the time of infrastructure maintenance. Movement of any material from the site is to be allowed only with a written permission of site in charge.
7. Restricting access to the site for un-authorized persons and opening & closing of gate as and when required.
8. Keeping exchange/office premises in hygienic conditions.
9. Informing BSNL officer in charge Exchange/ BTS about any alarm/ fault message immediately.
10. Assistance in testing of fire alarm, firefighting equipment etc., when desired by officer in charge
11. Running water pump (if any) as and when required.
12. Watering the plants (if any) as and when required.
13. Any other works that may be incidental and related to proper up keep of the telecom site.
14. Prevent theft, damage, loss, and sabotage to BSNL properties at the Telecom site.

Classification of services required at each category of site

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

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

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

Annexure –D

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

NAME OF THE UNIT	GM ZONE	CATEGORY A/B/C	NO OF SHIFT REQUIRED	NO.OF PERSONS REQUESTED IN A DAY
KELLYS TELEPHONE EXCHANGE	NORTH	A	3 shifts	3
KELLYS CSC	NORTH	A	1 shift	1
AYANAVARAM RSU	NORTH	A	2 shifts	2
PURASAWALKAM RSU	NORTH	A	2 shifts	2
CHOO LAI RSU	NORTH	A	2 shifts	2
AMINJIKARAI RSU	NORTH	A	2 shifts	2
PULIANTHOPE RSU	NORTH	A	2 shifts	2
MADHAVARAM TELEPHONE EXCHANGE / CSC	NORTH	A	3 shifts	3
MKB NAGAR RSU	NORTH	A	2 shifts	2
JAWAHAR NAGAR RSU	NORTH	A	2 shifts	2
KANNANDASAN NAGAR RSU	NORTH	A	2 shifts	2
TVK NAGAR RSU	NORTH	A	2 shifts	2
PERAMBUR RSU	NORTH	A	2 shifts	2
BALAJI NAGAR RSU	NORTH	A	2 shifts	2
MADHAVARAM MILK COLONY RSU	NORTH	A	2 shifts	2
SHOLAVARAM RSU	NORTH	A	2 shifts	2
PUZHAL RSU	NORTH	A	2 shifts	2
TRUCK TERMINAL RSU	NORTH	A	2 shifts	2
RED HILLS RSU WITH CSC	NORTH	A	2 shifts	2
PERIYAR NAGAR RSU WITH CSC	NORTH	A	2 shifts	2
LAKSHMIPURAM RSU	NORTH	A	2 shifts	2

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TENDER No: DGM (NWO – KEL & MVM) /E-Tender/EOI-Infrastructure Mtce/2019-20/06**Dt. 05.12.2019****Address of the sites**

NAME OF THE UNIT	GM ZONE	ADDRESS	CATEGORY A/B/C
KELLYS TELEPHONE EXCHANGE	NORTH	22, KELLYS ROAD, CH-10	A
KELLYS CSC	NORTH	22, KELLYS ROAD, CH-10	A
AYANAVARAM RSU	NORTH	46, KONNUR HIGH RD, CH-23	A
PURASAWALKAM RSU	NORTH	11, SHANMUGARAYAN ST, CH-7	A
CHOO LAI RSU	NORTH	82, ASHTA BUJAM RD, CH-112	A
AMINJIKARAI RSU	NORTH	56/57, AYYAVU NAIDU ST, SHENOY NGR, CH-30	A
PULIANTHOPE RSU	NORTH	146, PULIANTHOPE HIGH RD, CH-12	A
MADHAVARAM TELEPHONE EXCHANGE / CSC	NORTH	1, EB Road, SEMBIUM, CH-11	A
MKB NAGAR RSU	NORTH	24, 3 RD CROSS ST, MKB NGR, CH-39	A
JAWAHAR NAGAR RSU	NORTH	7 & 8 CHAKARAPANI GDN, AMIRTHAMAL CLNY, AGARAM, CH-82	A
KANNANDASAN NAGAR RSU	NORTH	60/29, MEENAMBAL SALAI, KODUNGAIYUR, CH-118	A
TVK NAGAR RSU	NORTH	1, ANDAL AVE, 2 ND ST, TVK NGR, CH-82	A
PERAMBUR RSU	NORTH	DIGITAL M/W COMPLEX, VYSAR NAGAR, CH-39	A
BALAJI NAGAR RSU	NORTH	15, BALAJI NGR, 2 ND CROSS ST, CH-99	A
MADHAVARAM MILK COLONY RSU	NORTH	1, RIZWAN RD, MADHAVARAM CH-60	A
SHOLAVARAM RSU	NORTH	G N T RD, SEMBULIVARAM, CH-67	A
PUZHAL RSU	NORTH	5, Dr. AMBEDKAR ST, PUZHAL CAMP, CH-66	A
TRUCK TERMINAL RSU	NORTH	CMDA, PONNIAMMAN MEDU, CH-110	A
RED HILLS RSU WITH CSC	NORTH	THIRUVALLUR JOINT RD, RED HILLS, CH-52	A
PERIYAR NAGAR RSU WITH CSC	NORTH	C-34, VENKATARAMAN SALAI, PERIYAR NGR, CH-82	A
LAKSHMIPURAM RSU	NORTH	19, PERUMAL KOIL ST, CH-99	A

Shift timings will be decided by the field officer concerned.

Proposed Shift timings for 3 persons:

Shift 1	6 am to 2 pm
Shift 2	2 pm to 10 pm
Shift 3	10 pm to 6 am
Shift 4	10am to 6 pm.

Shift 4 will be taken into consideration if necessary

Proposed Shift timings for 2 persons:

Shift 1	6 pm to 2 am
Shift 2	2 am to 10 am

Note: The service timings of shifts can be modified if needed, by SSAs depending upon local condition)

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

Dt. 05.12.2019

ANNEXURE - E – I

INFORMATION ABOUT TENDERER(S) - TENDERER'S PROFILE

1	Name of the firm and registered address :	
2	Telephone Number / Mobile:	
3	Whether it is sole proprietary or partnership firm or Pvt. Ltd company.	
4	Name of sole proprietor/ partners: Name of director(s)	
5	Name of the person(s) authorized to enter into and execute the Contract agreement and the capacity in which he/she /they is/ are authorized. Enclose authority letter.	
6	Original Power of attorney in case any person other than tenderer himself has signed the tender to be enclosed	
7	Permanent Income Tax Number:	
8	Whether the firm is having branches at more than one place, If so give details.	
9	Attested copies of Income Tax returns AY 2017-18, 2018-19, 2019-20	
10	Proof of experience (min 2 years)	
11	Details of the EMD submitted	D.D.No: ----- Dated. Bank: Branch:
12	Any other useful information related to the work	
13	EPF REGISTRATION NO	
14	ESI REGISTRAION DETAILS	
15	GST NO.	
16	LABOUR LICENCE DETAILS	

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

Place

Signature of Tenderer.

Date

Seal of Tenderer.

Signature of the Bidder with date & Seal

ANNEXURE E - II

ECS MANDATE FORM

1. NAME :

2. ADDRESS :

3. PARTICULARS OF BANK A/C :

(A) NAME OF THE BANK :

(B) BRANCH :

(C) BRANCH ADDRESS :

(D) MICR CODE :

(E) A/C NO. :

(F) A/C TYPE :

(G) IFSC CODE :

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

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

DATE:

Signature of the authorized signatory
A/C holder / Customer

Signature of the Tenderer

Signature of the Bidder with date & Seal

FINANCIAL BID FORM

Name of the Tenderer:

Full Address:

EMD details:

Zone	EMD Amount	DD/Cheque/Cash receipt details
DGM (NWO – KEL & MVM)		

RATE SCHEDULE:

Percentage of service charge (refer Clause 17 of Section II) [to be quoted in figure and words]		
DESCRIPTION OF THE WORK	In figures	In words
Expression of Interest (EOI) for maintenance and upkeep of parts of its telecom infrastructure at select Telecom Sites in Chennai Telephones DGM (NWO – KEL & MVM) Area		

*GST which will be charged as applicable from time to time

Signatures of the bidder/ His authorized signatory

AGREEMENT

THIS AGREEMENT IS EXECUTED ON the 2019

Between BSNL (A Govt. of India Enterprises), Chennai telephone District having office at 22 Kellys Road, Kellys Telephone Exchange, Chennai-600010 **and** represented by Deputy General Manager (hereinafter referred to as the 'Party of First Part' which expression shall include the legally constituted signatories, assigns, successors and officers duly empowered to execute such agreement) of the first part empowered to execute this agreement.

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

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

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

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

Whereas the Parties agree to that the title / heading / label / title / name / brand / trade-mark /trade-name / design / logo / drawing / blueprint / sign / signal / indication / style / mode in the name and style of "BSNL" shall be exclusive property of party of first part.

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 Maintenance and upkeep of select telecom sites and other services which are as given in Annexure C (Scope of work defined) on the terms and conditions herein contained and the rates approved by the party of first part.

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

TENDER No: DGM (NWO – KEL & MVM) /E-Tender/EOI-Infrastructure Mtce/2019-20/06
Dt. 05.12.2019

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

1. Article 1: SHORT TITLE EXTENT AND COMMENCEMENT

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

2. Article 2: DEFINITIONS

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

2.1. Agreement

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

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

2.2.1. Party of First Part means

BSNL, Chennai Telephones, Chennai represented by Deputy General Manager (NWO – KEL & MVM)

2.2.2 .Party of Second Part means

And include the party of second part and its legally constituted signatories,

Assigns, successors; officers duly empowered to execute the agreement;

2.3. Expression of interest. (EOI)

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

3. ARTICLE 3: PARTY OF FIRST PART PERMISSIONS

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

3.1. Use of premises

3.1.1. The Party of First Part permits to the Party of Second Part, to use the said

Premises and activities incidental thereto; the same is executed in accordance with the terms and conditions as prescribed by the Party of first part.

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

3.2. Disclaimer

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

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

3.3. Scope of rights of Party of Second Part;

The agreement permits the Party of Second Part to execute select non-core activities and activities incidental thereto, in relation to the agreed terms and condition for furtherance of business interest and public interest as 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 second 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 not 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.

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.

3.5. 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 second 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 clauses 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 the second part.

4. Article 4. PARTY OF SECOND PART OBLIGATION

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4.1. Equipment & infrastructure; The Party of Second Part may provide at its own cost Tools and Equipments as per the requirement and need of efficient and effective execution of assigned work.

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

4.3. 'Maintenance of specified account/records'

4.3.1. The Party of Second Part shall maintain all specified records in the manner as per the GAAP (Generally Accepted Accounting Procedure) 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 the Party of Second Part not maintaining the specified records, the Party of Second Part agrees to pay / reimburse to the Party of First Part, the charges incurred by the Party of First Part in actually completing the same records or assisting the Party of Second Part in this regard. The Party of Second Part also undertakes to pay the said amount to the Party of First Part within fifteen days of issuance of the invoice.

4.4 .Staff recruitment and selection

4.4.1. The Party of Second Part shall appoint any staff at the pay scale prescribed by the various relevant statutory provisions as prescribe by the relevant competent instrumentalities of the Government. The Party of Second Part unambiguously understands that the staffs appointed by the Party of Second Part shall be the employees of the Party of Second Part only and Party of First Part shall have no liabilities / obligations towards them.

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

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

4.5. Scope of selection procedure, interview and training;

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

4.6 .Reports and feed back

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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:- 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 party of the first part, immediately upon such detection and

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

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

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

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

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

4.8. The Party of second part hereby undertakes to indemnify BSNL against all actions, suits, proceedings, claims, losses, damages etc., which may arise under Minimum Wages Act, Fatal Accident Act, Workmen Compensation Act, Shops & Establishment Act, Family Pension & Deposit Linked Insurance Scheme Contract Labour (Regulation and Abolition) Act 1970, Bonus Act 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 the employee(s) of the contractor are 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,

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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. The Party of second part shall pay Bonus each year, as per the guidelines of the Payment of Bonus Act to the contract labourers engaged in maintenance and upkeep of parts of its telecom infrastructure. BSNL shall not be made to incur any liability or expenditure towards bonus.

(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.

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

4.12. The Party of second part shall at its 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 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 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 party of the second part and without prejudice to any other rights or remedies of BSNL in this behalf, to deduct the sum(s) incurred thereof from any amounts due to the party of the second part.

4.13. Communication of the problems;

Any problem that may arise while executing the terms of this agreement must be communicated by the parties in writing by fax/e-mail/registered post immediately other party, 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

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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, properties in premises and other related things.

4.16.2 The party of second part agrees that they are liable for any theft, sabotage etc of, BSNL, Chennai Telephones properties. Damages / losses if any will be recovered from the party of Second Part. The party of Second part also undertakes to report any such incidence to the site in charge of BSNL, CH T D immediately

4.17. Code of conduct

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

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

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

4.22. The rates approved are inclusive of all taxes, the payment will be subject to availability of funds after sanction of bill by the competent authority through ECS and after deduction of Income Tax & all statutory/Govt. Taxes. The party of second part shall submit the copy of 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 GST in the bill submitted. The party of second part shall submit the bills on a monthly basis and Unit wise, duly signed and verified by the officer's in-charge for satisfactory work execution.

5. Article 5: CONSIDERATIONS

5.1 Monthly fee

5.1.1. The Party of First Part shall pay to the Party of second Part an amount as per Annexure.

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 and shall not be claimed.

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

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

7. Article 7: DISBURSEMENT TO PARTY OF FIRST PART

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

8. Article 8: LIMITATION OF AGREEMENT

8.1. Trademarks, trade names and trade secrets

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

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

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

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

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

8.2. No 'Agency'

8.2.1. The parties here to agree that the Party of Second Part is an independent entity. Nothing herein contained 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 as has any right to do so.

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

9. Article 9: INSURANCE

The Party of Second Part takes appropriate policies for new insurances w.e.f this agreement to cover it against losses /damages and renew such policies up to the period of this agreement. Evidence of policies having being renewed shall be made available to the Party of First Part, in case it requires it, in any compliance issue.

10. Article 10: TENURE AND RENEWAL OF THE AGREEMENT

10.1. Tenure

Signature of the Bidder with date & Seal

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The tenure of this MOU shall expire under the circumstances until unless specifically agreed and in written form accepted by parties, though this MOU ceased to exist if:

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

10.1.2. The party shall not have any automatic right of termination under any of the clause and it shall not be at the discretion of the party of the second part to terminate the present agreement.

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

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

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

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

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

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

(d) Commission, omission 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 Security Deposit within 10 (ten) days of receipt by the party of second part of Acceptance of Tender (in case applicable).

(f) Failure to execute the Contract in terms of the Form of Contract forming part of the Tender Documents within 10(ten) days of notice in this behalf from the BSNL;

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

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

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

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

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

10.3.7. Death of the party of second part;

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

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

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

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

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

10.4.1. Upon the expiry of the contracted period

10.4.2. Upon occurrences of instances mentioned in clause above

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

11. Article 11: EFFECT OF NON- RENEWAL

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

12. Article 12: INDEMINIFICATION

12.1. Losses and damages

12.1.1. The Party of Second Part as the case may be is 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 party of second party agrees to defend, Indemnifies and save the

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Party of First Part from any harm with respect to any such claims, losses and all damages resulting from the willful negligence of the Party of second Part, Its employees or agents after signing the agreement.

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

12.1.3. Personal indemnification;

(a) The indemnifier hereby personally indemnifies the Party of First Part in respect of every claim, which the Party of First Part may have against the Party of Second Part under this agreement and further personally guarantees payment of the same to the Party of First Part. This shall not affect any right of the Party of First Part to proceed against the Party of Second Part in respect of such claim or claims.

13. Article 13: DEFAULTS

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

13.1.1. In case of appointment of Sub- 'Agency' by Party of Second Part, in contravention of the spirit and intention of the agreement, as it excludes the agencies appointed to carry out delegated works and tasks.

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

13.1.3. 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.

13.2. 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.

13.2.1. The party of the second part shall be responsible for calling the concerned officer In-charge at the work site (i.e. Telephone Exchange/Exchange complex/RSUs/Admin Office/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.

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

14. Article 14: MISCELLANEOUS /GENERAL CONDITION

14.1. 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.

14.2. 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.

14.3. Non-waiver

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

14.4. Governing laws

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

14.5. Applicable laws

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

14.6. Severability

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

14.7. Registration

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

14.8. Notices

Any notice to be given hereunder shall be in writing and shall be deemed to have been duly served after two days of the date of dispatch if 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,

14.9. Force majeure clause:

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

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

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

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

15. Article 15: Arbitration and jurisdiction

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15.1. 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.

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

15.3. The venue of the arbitration proceeding shall be at such places as the arbitrator may decide, but in any case not at a station outside of Chennai.

This agreement consisting ___ articles and running into pages (excluding the copies of resolution) carefully read, and after understanding the contents, was signed by the Party of Second Part and the Party of First Part on the day of 2019 at

Agreed and accepted

Signatures of Witnesses of parties are;

BY Party of first part

Party of second part

Through authorized signatory Shri.

Through authorized signatory Shri.

Witnesses:

- 1.
- 2.
- 3.
- 4.

ANNEXURE – G

DECLARATION

I _____, S/O _____

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

Signed _____

For and on behalf of the Bidder

Name (caps) _____

Position _____

Date _____

Dt. 05.12.2019

Annexure – H

FORMAT OF THE PERFORMANCE BANK GUARANTEE

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

Bank Guarantee in respect of LOI dated _____ between Deputy General Manager (NWO – KEL & MVM), BSNL, Chennai Telephone District and M/s _____, having its Registered Office at _____ (hereinafter called CONTRACTOR) has entered into an agreement dated _____ (hereinafter referred to as “the said agreement”) with Deputy General Manager (NWO – KEL & MVM), Bharat Sanchar Nigam Limited (BSNL) (A Government of India Enterprise) Chennai Telephones having Office at , 22, Kellys rd, Kellys Telephone Exchange Complex, Chennai -600010 whereby BSNL CHTD has agreed to appoint CONTRACTORs for providing BSNL CHTD services on the terms and conditions exclusively mentioned therein for the circle _____).

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

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

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

3. We, the Bank further agree that the guarantee shall come into force from the date hereof and shall remain in full force and effect for the period of eighteen months from the date of commencement of the agreement

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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 BSNLCHTD, the Bank shall automatically renew the period of the Guarantee for such period which expires 6 (six) months after the renewed period of the said agreement failing which it shall pay to the BSNL CHTD the said sum of Rs. /-without BSNL CHTD demanding the payment of the above sum.

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

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

6. Notwithstanding anything herein contained;

The liability of the Bank under this guarantee is restricted to Rs. /- (Rupees only) and it will remain in force for a period of 18 months i.e. up to _____.

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

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

(Authorized Signature of the Bank Official)

Power of Attorney General:

Dated: at

Signature of the Bidder with date & Seal