

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

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

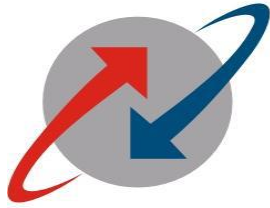
**E- TENDER DOCUMENT for Maintenance and Upkeep of Telecom Infrastructure for selected GSM BTS locations in Chennai Telephones including rural areas of Kanchipuram District under DGM NWO-I and TCSC R.K.Nagar.**

**TENDER No: DGM NWO-I/E-TENDER/Infrastructure Mtce/CM/2018-19 dt 10.01.2019**

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

**O/o DGM NWO-I, CM,  
3rd floor, RK Nagar Telephone Exchange,  
Old No:164, New No:238,  
R.K.Mutt Road, Mandaveli,  
Chennai-600028(TN)**

**Tel: 044-2495 5935  
Fax: 044-2464 2333**



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**BHARAT SANCHAR NIGAM LIMITED**  
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**BSNL- CHENNAI TELEPHONES DISTRICT –NWO-I CM WING**

**TENDER FORM**

E-Tender for Maintenance and upkeep of parts of its telecom infrastructure at selected GSM BTS sites in Chennai Telephones including rural areas of kanchipuram District under DGM NWO-I and TCSC R.K.Nagar through E-tendering .

**TENDER No: DGM NWO-I-CM/E-TENDER/Infrastructure Mtce/CM/2018-19 dt 10-01-2019**

**Cost of the Tender Form: Rs. 2360/-(Rs.2000 +GST 18%)**

**Bid security: Rs.2,55,745/-**

**Estimate cost of tender :Rs. 1,27,87,247 /-**

**Tender forms Available [www.chennai.bsnl.co.in](http://www.chennai.bsnl.co.in) following Link for E-tenders by Chennai Telephones.**

**Due Time / Date of Opening: 14:30Hr on 04/04/2019**

**at the**

**O/o DGM (NWA-CM),  
6th FLOOR, 99, Jawaharlal Nehru Road  
KK NAGAR EXCHANGE BUILDING,  
Chennai – 600 078**

**Visit us at: [www.chennai.bsnl.co.in](http://www.chennai.bsnl.co.in)**

**Table of Contents**

<b>Description</b>	<b>Page No.</b>
Notice Inviting E-Tender	<b>5-7</b>
Instructions to Bidders and Terms & Conditions	<b>8-19</b>
SPECIAL INSTRUCTIONS TO BIDDERS FOR E-TENDERING	<b>20-23</b>
Application Form to be submitted with E-TENDER <b>ANNEXURE - A</b>	<b>24</b>
Format of the Performance Bank guarantee <b>ANNEXURE - B</b>	<b>25-26</b>
Format of Certificate regarding close relative Working in BSNL <b>ANNEXURE - C</b>	<b>27</b>
Service to be provided by the contractor of his/her representatives <b>ANNEXURE - D</b>	<b>28</b>
Details of services to be provided for each site <b>ANNEXURE - E</b>	<b>29</b>
Financial Bid -e-FORMAT <b>ANNEXURE - F</b>	<b>30</b>
Category of Sites and Details of Service to be provided for each Site. <b>ANNEXURE - F/1, F/2 and F/3</b>	<b>31</b>
Address of the Sites <b>ANNEXURE - F/4, F/5 and F/6</b>	<b>32</b>
Agreement <b>ANNEXURE -G</b>	<b>33-48</b>
Clause by clause Compliance <b>ANNEXURE - H</b>	<b>49</b>
Bid Security Bond <b>ANNEXURE –I</b>	<b>50</b>
Vendor Master Form <b>ANNEXURE – J</b>	<b>51-52</b>
Bidder's Profile & Questionnaire <b>ANNEXURE – K</b>	<b>53-54</b>
Letter of Authorisation for attending Bid opening Event <b>ANNEXURE - L</b>	<b>55</b>
Appendix-1 to Section 4 Part A of Chapter 4 (Standard Tender Enquiry Document) <b>ANNEXURE -M</b>	<b>56-63</b>
<b>Bid Form ANNEXURE –N</b>	<b>64-65</b>
<b>ECS Form ANNEXURE –O</b>	<b>66</b>
<b>Undertaking ANNEXURE –P</b>	<b>67</b>
<b>Non Blacklist- self declaration ANNEXURE –Q</b>	<b>68</b>
<b>Check List ANNEXURE –R</b>	<b>69</b>



**भारत संचार निगम लिमिटेड**

(भारत सरकार का उपक्रम)

**BHARAT SANCHAR NIGAM LIMITED**

(A Govt. of India Enterprise)

**CHENNAI TELEPHONES**

## **NOTICE INVITING TENDER**

**( Press Notice -shall not be part of NIT)**

**TENDER NO. & DATE: DGM(NWO-I-CM)/E-TENDER /INFRASTRUCTURE  
MTCE/CM/2018-19DT10-01-2019**

**BSNL Chennai Telephones invites**

**On line item rate bids FOR INFRASTRUCTURE MAINTANENCE FOR SELECTED GSM  
BTS LOCATIONS UNDER THE JURISDICTION OF DGM NWO-I AND TCSC R.K.NAGAR  
IN CHENNAI TELEPHONES INCLUDING RURAL AREAS OF KANCHIPURAM  
DISTRICT THROUGH E-TENDERING**

**Last Date for Submission of Tender 04/04/2019 by 11.00Hrs**

Tender forms Available [www.chennai.bsnl.co.in](http://www.chennai.bsnl.co.in) following "Link for E-tenders by  
Chennai Telephones" <https://www.tenderwizard.com/BSNL> from :11.00 hrs  
of 14/03/2019 to 10.59 hrs of 04/04/2019

For further details, visit our website: [www.chennai.bsnl.co.in](http://www.chennai.bsnl.co.in) following "Link for E-  
tenders by Chennai Telephones" <https://www.tenderwizard.com/BSNL>



**Bharat Sanchar Nigam Limited  
(A Govt. of India Enterprise)  
O/o DGM (NWO-I), Chennai Telephones,  
Chennai-28**

**NOTICE INVITING ON LINE TENDER**

**No:DGM (NWO-I-CM)/E-TENDER/Infrastructure Mtce/CM/2018-19Dt:10.01.2019**

The General Manager (NWO-CM), BSNL, Chennai Telephones on behalf of Bharat Sanchar Nigam Limited invites on line item rate bids from interested parties for maintenance and upkeep of parts of its telecom infrastructure at selected GSM BTSSites under the jurisdiction of DGM NWO-I in Chennai Telephones including rural areas of Kancheepuram District and at TCSC R.K.Nagar. The Prescribed E-TENDER document may be obtained from [www.chennai.bsnl.co.in](http://www.chennai.bsnl.co.in) following "Link for E-tenders by Chennai Telephones": <https://www.tenderwizard.com/BSNL>.

Bid Security and Cost of E-TENDER document shall be drawn as DD from any of the Nationalised Bank/Scheduled Bank in favour of the AO(CASH), HQ,BSNL, Chennai Telephones payable at Chennai.

EMD : 2,55,745 /-

Last date of Receipt of E-TENDER : 11:00 Hrs of 04/04/2019

Date of opening of E-TENDER : 14:30 Hrs of 04/04/2019

1.The application for E-Tender must be submitted in two sealed envelopes separately, super scribing one envelope as "Technical Bid for E-TENDER for Infrastructure Maintenance" along with Bid security and second Envelope as "Financial Bid for Infrastructure Maintenance – CM WING". Both the sealed envelopes should be placed in another sealed envelope super scribed "E-TENDER for Infrastructure Maintenance" and should be addressed to

Divisional Engineer (BSS RKN),  
O/o DGM NWO-I, CM,  
6th floor, RK Nagar Telephone Exchange,  
Old No: 164, New No: 238, R.K.Mutt Road, Mandaveli,  
Chennai-600028(TN)  
Tel: 044-2495 5935  
Fax: 044-2464 2333

and submit in the drop box kept at O/o DIVISIONAL ENGINEER ,6th floor, RK MUTT ROAD, CHENNAI-600028. The E-TENDER document can also be downloaded from the website [www.chennai.bsnl.co.in](http://www.chennai.bsnl.co.in) following "Link for E-tenders by Chennai Telephones" The tender document for participating in E-tender shall be available for downloading from <https://www.tenderwizard.com/BSNL> :- from 11.00 hrs on 14/03/2019 up to 10.59 hrs on 04/04/2019 and submitted along with the cost of tender document and Bid security to the address mentioned above.

E-TENDER document submitted without bid security and the cost of E-TENDER document will summarily be rejected.

**1.1 The General Manager (NWO-CM), R.K.Mutt Road, Chennai Telephones reserves the right to reject any or all of the E-TENDER without assigning any reason whatsoever.**

**2. Purchase of Tender Document:** Tender document can be obtained by downloading it from the website [www.chennai.bsnl.co.in](http://www.chennai.bsnl.co.in) following “Link for E-tenders by Chennai Telephones” The tender document for participating in E-tender shall be available for downloading from <https://www.tenderwizard.com/BSNL> :- from 11.00 hrs on 14/03/2019 upto 10.59hrs on 04/04/2019

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/closing date.**

2.1. The bidders downloading the tender document are required to submit the tender fee amount through DD / Bankers cheque of an amount of Rs 2360/- along with the tender bid failing which the tender bid shall be left unopened/rejected. The DD/banker's cheque shall be drawn from any Nationalized/Scheduled bank in favor of AO(Cash), HQ, BSNL, Chennai Telephones and payable at Chennai

2.2 BSNL, Chennai Telephone District has decided to use process of e-tendering for inviting this tender and thus the physical copy of the tender would not be sold.

**3. Availability of tender document:-**The tender document shall be available for downloading from 11.00 hours of 14/03/2019 upto 10.59 hours of 04/04/2019

Note: A pre bid meeting will be held on 21-03-2019 at 11.30 hours at the office of the Deputy General Manager (NWA-CM), Chennai Telephones, 6<sup>th</sup> floor KK nagar Tel Exgh Bulding, 99 JN road, Chennai 600 078 to clarify the doubts if any and to answer questions on any relevant matter that may be raised at that stage. A prospective bidder, requiring any clarification on the Bid Documents shall submit his queries in writing or by FAX to the Purchaser's mailing address indicated in the invitation of Bid. The Purchaser shall respond in writing to any request for the clarification of the Bid Documents, which it receives on or before 11:00 hrs of 21/03/2019. Clarifications by the Purchaser shall be uploaded as clarification to the concerned tenderers on ETS portal.

**3.1. Date & Time of Submission of Tender bid:**

- 1. Last Date/ Time of submission of Bid Online: upto 10.59 Hrs on 04/04/2019**
- 2. Last Date/Time of Submission of documents in hardcopy : upto 11.00 Hrs on 04/04/2019.**

**Note:-**In case the date of submission (opening) of bid is declared to be a holiday, the date of submission (opening) of bid will get shifted automatically to next working day at the same scheduled time. Any change in bid opening date due to any other unavoidable reason will be intimated to all the bidders separately.

**4. Online opening of Tender Bids: At 14-30 Hours on 04/04/2019**

**5. Place of opening of Tender bids:** BSNL has adopted e-tendering process which offers a unique facility for 'Public Online Tender Opening Event (TOE). BSNL's Tender Opening Officers as well as

DGM NWO-I-CM

Signature of Bidder

authorized representatives of bidders can attend the Public Online Tender Opening Event (TOE) from the comfort of their offices.

6. However, if required, authorized representatives of bidders (i.e. Supplier organization) can attend the TOE at the O/o DGM NWA-CM, VI Floor, GSM Section, K K Nagar Telephone Exchange Building, No:99, J N ROAD, KK nagar, CHENNAI-78, where BSNL's Tender Opening officers would be conducting Public Online Tender Opening Event (TOE).

7. Tender bids received after due time & date will not be accepted.

8. Incomplete, ambiguous, Conditional, tender bids are liable to be rejected.

9. GM(NWP&O)-CM, CHTD reserves the right to accept or reject any or all tender bids without assigning any reason. He is not bound to accept the lowest tender.

10. The bidder shall furnish a declaration under his digital signature that no addition / deletion / corrections have been made in the downloaded tender document being submitted and it is identical to the tender document appearing on E-tender Portal (<https://www.tenderwizard.com/BSNL>).

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

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

**Note:** - All documents submitted in the bid offer should be preferably in English. In case the certificate viz experience, registration etc. is issued in any language other than English, the bidder shall attach an English translation of the same duly attested by the bidder & the translator to be true copy in addition to the relevant certificate.

All computer generated documents should be duly attested/ signed by the issuing organisation.

13. Physical copy of the tender document would not be available for sale.

**DIVISIONAL ENGINEER (BSS RKN),  
O/O DGM NWO-I, CM,  
6TH FLOOR, R.K NAGAR TELEPHONE EXCHANGE,  
OLD NO: 164, NEW NO: 238, R.K.MUTT ROAD, MANDAVELI,  
CHENNAI-600028(TN)  
TEL: 044-2495 5935  
FAX: 044-2464 2333**

## Instructions to Bidders and Terms & Conditions

### 1. Introduction

1.1. Bharat Sanchar Nigam Limited (BSNL), 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 centres, customer care centres...etc.

### 2. Purpose of the E-TENDER

2.1. BSNL CHTD (from here on BSNL means Competent Authority floating the E-TENDER) intends to invite on line item rate bids from interested parties for maintenance and upkeep of part of its telecom infrastructure. After evaluation of E-TENDERS, agreements will be entered with the successful party for a period of one year, which can be extended further up to a period of one year in step of 6 months as per performance and on mutually agreeable terms and conditions.

### 3. General requirement

3.1. BSNL CHTD intends to contract infrastructure maintenance services Annexure (D) at selected telecom sites in CHTD/CPT (Chengalpattu)/KCM (Kancheepuram), Tiruvallur, Tiruttani and Ponneri Areas. These may be required for different timeframes at different installations as per requirement (Annexure E). Contractors need to bid for the provision of services at all sites in a unit.

#### 3.2 Cancellation /Withdrawal of this E-tender

**BSNL CHTD, on its implementation of a proposal to outsource the entire operation and maintenance of non-BSNL GSM/Node B sites, has all rights to cancel/terminate/withdraw this tender even at any stage of floating as well as after finalization of tender / issue of work order/ issued which is in currency, under prior intimation to Bidder/contractor with maximum Two weeks of Time, where any/all clauses of agreement(s)/assurance(s) of this e-tender shall become null and void. BSNL CHTD will not entertain any loss if any arising in this regard.**

### 4. Eligibility Requirements

4.1. The contractor /bidder must have a turnover of not less than 3 crores during each of the preceding 2 financial years.

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

4.3 The Persons deployed should be physically fit to handle all the services mentioned in Annexure-D



## 5. Financial Requirement

5.1. “All Suppliers (including MSEs who are registered with the designated MSME bodies like NSIC etc ) shall furnish performance security to the purchaser for an amount equal to 5% of value of Advance Purchase order within 14 days from the date of issue of Advance purchase order by the purchaser”.

5.2. Contractor shall submit the aforesaid Performance Bank Guarantee of the said amount or as BSNL CHTD may recommend from time to time. **The performance Bank Guarantee shall be valid for a period of two years and six months from the date of award of contract.** Without prejudice to other rights and remedies available to BSNL CHTD, BSNL CHTD reserves the right to forfeit/adjust the said Performance Bank Guarantee in full or part or any sum due from the contractor to BSNL CHTD at any time. Contractor shall continue to be liable for balance if any. BSNL CHTD reserves the right to increase the amount of Performance Bank Guarantee at any time in its own discretion with respect to any/some/all such contractors.

**5.3 BID Security: The bidder must deposit Rs.2,55,745 /-(Rupees Two lakh Fifty five thousand seven hundred and forty five only) as Bid Security. The Bid Security shall be in the form of Demand Draft drawn in favour of AO(CASH),HQ,BSNL, Chennai Telephones , from any Nationalised/ Scheduled Bank and may be submitted in separate cover. “Bid Security does not carry interest”.**

The tender documents shall be issued to MSE bidders free of cost provided the tendered item is listed in the Registration Certificate of MSE. A proof regarding current registration with the bodies such as District industries centre's or Khadi & Village industries commission or Khadi & Village industries Board or Coir Board or NSIC or Director of Handicrafts & Handloom or any other body specified by the Ministry of Micro, Small and Medium Enterprise have to be attached along with the bid. The enlistment certificate issued by the aforesaid bodies should be current and valid on the date of opening of bid.

The MSE registered with the bodies specified as in para above shall be given exemption from payment of bid security deposit provided the tendered item is listed in the Registration Certificate of MSE. A proof regarding current registration with the aforesaid bodies have to be attached along with the bid.

The successful bidder's security will be discharged upon the bidder's acceptance of the award of contract on furnishing the Performance Bank Guarantee in accordance with clause 5.1.

The bid security of the unsuccessful bidder will be returned/ discharged as promptly as possible and within 30 days of finalization of the tender or expiry of the period of the bid validity prescribed by the purchaser.

5.4 The bid security may be forfeited –

5.4.1 If bidder withdraws his bid during the period of bid validity specified by the bidder in the bid form.

5.4.2 If the successful bidder fails

(i) To sign the contract in accordance with clause 5.1

(ii) To furnish performance bank guarantee in accordance with clause 5.1.

## 6. Evaluation Criteria

**6.1. The Evaluation will be based on Service charges per shift of annexure 'F,'excluding cenvatable credit.**

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

**6.3** The rates of L-1 approved by the BSNL shall be the rates at which work orders shall be placed by the BSNL on the other bidder, if the counter offer of the lowest bidder is accepted by other bidder as per the quantities mentioned above.

**6.4.** After award of contract to the Approved bidders, the officer designated by the competent authority shall issue the work orders for commencement of the work.

### 6.5 Reservation of Distribution of sites to MSME bidders:

No of Bidders to be approved (Col.1)	Quantity allotted to the respective bidder (Col.2)		Qty earmarked for MSE Bidder(s) Col.3
	L1	L2	
One Bidder	80%	NIL	20%
Two Bidders	48%	32%	20%

- If L-1, L-2, L3, etc., happens to be MSE bidders then they will be given the allotted quantity as per the applicable sub-column 2 of column 2 of the above table. In case, there are MSE bidders whose quoted price is within +15% of L-1 price then 20% reserved quantity shall be distributed amongst such MSE bidders.
- If no eligible MSE bidders are available then aforesaid earmarked 20% sites shall be de-reserved & the allotted sites for other general bidders will be restored to 100% and distribution shall be as tabulated below:

No of Bidders to be approved (Col.1)	Quantity allotted to the respective Bidder (Col.2)	
	L1	L2
One Bidder	100%	NIL
Two Bidders	60%	40%

- The 20% of Estimated quantity/requirement in any tender shall be earmarked for MSME subject to the condition that the rate quoted by MSME is within the band of

L1+15% and the said bidder agrees to supply man power at finalized L1 rates after evaluation.

## **7. Agreement period**

7.1. The agreement shall be valid for a period of one year and will be extended suomoto on sameterms and conditions in step of six months but not more than one year subject to satisfactoryperformance during the previous period by the contractor. This is subject to extension of thePerformance Bank Guarantee of same amount or enhanced amount as per the discretion ofBSNL CHTD, one month prior to the end of the agreement.

7.2 **As in clause 3.2 under Instructions to Bidders and Terms and Conditions, upon finalization and approval for “outsourcing of operation and maintenance activites in GSM/NodeBsites ” this agreement would be withdrawn/Terminated by BSNL at any stage.**

## **8. Right**

8.1. BSNL CHTD reserves the right to reject any application/ E-TENDER for any reason, without assigning anyreason and liability, the information provided by the contractor gathered by BSNL CHTD shall become BSNL CHTD’s property even if application is rejected and can be used by BSNL CHTD in any manner, it deemfit.

8.2. The E-TENDER can be modified/ withdrawn/Terminate at any time without any information or notice to anyone.

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

**8.4 *The BSNL shall have the right to e-reverse the price bid after opening of the financial bid in case the rate quoted by the lowest bidder found to be abnormally very low / high.In case e-reverse option not available in Portal then BSNL reserves the right to Manual negotiation as applicable.***

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

## **9. Responsibilities of Contractor**

9.1. The contractor shall be responsible for provision of the services as per Annexure D, E at the site premises during the service timings specified for each site. The sites will be classified by BSNL CHTD into two categories (A, 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 E.

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

**However the Competent Authority can decide to change these timings as per local conditions. The requirement of services will be provided by BSNL CHTD as per Annexure E.**

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 D. The contractor's representatives shall be responsible for calling the concerned officer in charge for the telecom site both at the time of the starting as well as end of duty from the site. At any point if the contractor's representatives fail to do so, 5% of the monthly contract amount of that site will be deducted from their payment for every instance of such negligence on their part. In addition, if during any visit, the contractor's representatives are not found to be present at the time of duty, 10% of the monthly contract amount will be deducted from their payment for every instance of such negligence on the part of the contractor.

**9.3. For all telecom sites for which the contract has been given to the contractor, BSNL CHTD 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.**

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

**9.5 Contractor shall be liable for all payments of wages, Salary, Bonus, PF etc to its employees & shall comply with all statutory laws, rules, relating to employment, wages, PF, ID, act etc. It is the contractor's responsibility to make all payments of wages, Salary, PF, Bonus, etc., to its employees regularly by them without fail.**

## **10. Inspection**

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

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

### **11.1. Commercial Terms & Conditions**

11.1.1. BSNL CHTD reserves the right to disqualify such bidders who have a record of not meeting contractual obligations against earlier contracts entered into with the BSNL.

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

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

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

11.1.5. Any clarification issued by BSNL CHTD, 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.

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

11.1.7. The company 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 the sole arbitrator appointed by BSNL CHTD.

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

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

11.1.12. All contractor's representatives will report to Competent Authority through the nodal officer 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, notifications etc of the Govt./ Court/Tribunals and shall also comply with all directions issued by BSNL CHTD and provide BSNL CHTD with all information and cooperation that BSNL CHTD may reasonably require from time to time.

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

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 payments of wages, Salary, Bonus, PF etc to its employees & shall comply with all statutory laws, rules, relating to employment, wages, PF, ID, act etc. **It is the contractors responsibility to make all payments of wages, Salary, PF, Bonus, etc., to its employees regularly by them without fail.**

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

11.1.19. A. The Contractor agrees to protect, defend, indemnify and hold harmless BSNL CHTD 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 CHTD 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 CHTD as revised/modified from time to time, without any prior notice to the Contractor in respect of all matters including security deposit / PBG, payment to the contractor etc.

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

## **12. E-TENDER submission**

The E-TENDER may be submitted by the contractor at following address:

**DIVISIONAL ENGINEER (BSSRKN),  
O/O DGM NWO-I, CM,  
6TH FLOOR, RK NAGAR TELEPHONE EXCHANGE,  
OLD NO: 164, NEW NO: 238, R.K. MUTT ROAD, MANDAVELI,  
CHENNAI-600028(TN)  
TEL: 044-2495 5935, FAX: 044-2464 2333**

## **13. PROCEDURE FOR SUBMISSION OF E-TENDER**

13.1. The application for Expression of Interest must be submitted in two sealed envelopes separately, super scribing

(i) One envelope as "Technical Bid for E-TENDER for Infrastructure Maintenance" along with EMD and

(ii) Second Envelope as "Financial Bid for Infrastructure Maintenance".

(iii) Both the sealed envelopes should be placed in another sealed envelope super scribed "E-TENDER for Infrastructure Maintenance" and should be addressed to the contact person indicated in this E-TENDER.

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 E-TENDER should be submitted in person or through an authorized representative. Outstation applicants can send their application of E-TENDER 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 the close relatives working in BSNL should be submitted as per Annexure-C.

#### **14. List of documents to be submitted along with E-TENDER**

14.1. Application form (Annexure-A)

14.2. Declaration regarding no close relative working in BSNL (Annexure-C)

14.3. GST registration

14.4. Copy of PAN certificate

14.5. EPF and ESI Registration number if any. Duly Attested

14.6 Vendor Master Form (Annexure-J)

14.7 Bidder's Profile and Questionnaire (Annexure-K)

14.8 Letter of Authorisation for Bid opening Event (Annexure-L)

**14.9 The turnover of the company/contractor as required in eligibility criteria to be issued/certified by a Chartered Accountant along with latest audited annual reports of the company (ie. profit & loss statement, Balance sheet) and income tax clearance certificate for the last two financial years.**

**Proof of experience for having done similar works during the last two years in the form of certificate may be enclosed.**

14.10. EMD – the duly filled E-TENDER must be accompanied with Demand Draft of **Rs.2,55,745 /-** (**Rupees Two lakh Fifty five thousand seven hundred and forty five only**) in favour of **AO(CASH),HQ, BSNL, Chennai Telephones** as bid security as per format at Annexure 'I', valid for 180 days from the date of E.O.I opening. A bid valid for a shorter valid period shall be rejected by the purchaser being non-responsive. The validity of bid security furnished in the form of Bank Guarantee (EMBG) should be 30 days beyond the bid validity period.

14.11. Certificate of incorporation wherever applicable.

14.12. Article of Memorandum of Association of partnership deed or proprietorship deed as the case may be wherever required.

14.13. The authorization of the competent authority for signing the E-TENDER document, bid, agreement etc./Labour Licence.

14.14 Bidder shall furnish a clause-by-clause compliance on the BSNL's all terms and conditions of this bid (Tender document and addendum/clarifications if any). **A bid without clause-by clause compliance (Anex-H) shall not be considered for evaluation and will be summarily rejected.**

14.15 For the purpose of compliance to be furnished pursuant to clause 14.11 above, the bidder shall sign on each and every page along-with the seal of the company.

### **15. Evaluation Criterion**

**15.1.** The contractor has to quote rates for services provided at each category of site (A, B ). This is shown in Annexure F. Further the contractor has to quote the total cost for the services provided as per Annexure F. Bids will be evaluated on the basis of Service charges per shift excluding cess/vatable taxes.

**15.2.** After awarding of the contract, BSNL CHTD 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 Annexure F will be used to determine the payments made to the contractor, post changes in sites, shifts etc.

### **16. RIGHT TO VARY QUANTUM OF WORK:-**

**16.1** BSNL shall have the right to increase or decrease the number of sites, up to 25% of the total requirement without any change in the unit price or other terms and conditions at the same time of awards of contract or during the operation of agreement.

### **17. Issue of Uniforms :-**

Uniforms to the E-TENDER Personnel are to be supplied by the contractor only

### **18. Payment Terms & Conditions :-**

18.1.

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

(b) Attested copy of attendance sheet for the month

(c) Attested copy of the muster roll / wages paid indicating receipt of payments by each worker duly countersigned by the controlling officer of having disbursed the said amount in his presence (Salary Statement)

(d) A list of workers (attested copies) engaged against the work order each month.

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

(f) 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 E-TENDER (beneficiary) for the previous month / quarters

(g) Copy of work order issued by the competent authority

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

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

(j) 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



### **19..Power of Attorney**

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

(b) The power of Attorney be executed by a person who has been authorized by the Board of Directors of the bidder in this regard, on behalf of the Company/ institution/ Corporate.

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

(d) Attestation of the specimen signatures of authorized signatory by the Company's/ firm's bankers shall be furnished. Name, designation, phone number, mobile number, email address and postal address of the authorized signatory shall be furnished.

### **20 Arbitration:**

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

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

b) The number of the arbitrators and the appointing authority will be as under

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

c) Neither party shall appoint its serving employee as arbitrator.

d) If any of the arbitrators so appointed dies, resigns, becomes incapacitated or withdraws for any reason from the proceedings, it shall be lawful for the concerned party/arbitrators

to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor had left it both parties consent for the same; otherwise, he shall proceed de novo.

e) Parties agree that neither party shall be entitled for any pre-reference or pendentelite interest on its

claims. Parties agree that any claim for such interest made by any party shall be void.

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

**Fast track procedure:**

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

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

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

(a) The arbitral tribunal shall decide the dispute on the basis of written pleadings, documents and submissions filed by the parties without oral hearing;

(b) The arbitral tribunal shall have power to call for any further information or clarification from the parties in addition to the pleadings and documents filed by them:

(c) An oral hearing may be held only, if, all the parties make a request or if the arbitral tribunal considers it necessary to have oral hearing for clarifying certain issues:

(d) The arbitral tribunal may dispense with any technical formalities, if an oral hearing is held, and adopt such procedure as deemed appropriate for expeditious disposal of the case.

(4) The award under this section shall be made within a period of six months from the date the arbitral tribunal enters upon the reference.

(5) If the award is not made within the period specified in sub-section (4), the provisions of sub-sections (3) to (9) of section 29A shall apply to the proceedings.

(6) The fees payable to the arbitrator and the manner of payment of the fees shall be such as may be agreed between the arbitrator and the parties.

(7) The arbitral tribunal shall make and publish the award within time stipulated as under:

Amount of Claims and Counter Claims	Period for making and publishing of the award (counted from the date the arbitral tribunal enters upon the reference)
-------------------------------------	-----------------------------------------------------------------------------------------------------------------------

Upto Rs.5 crores	Within 6 months (Fast Track procedure)
Above Rs.5 crores	Within 12 months

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

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

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

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

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

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

## **22. Force majeure clause;**

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

22.2 Force majeure events; the force majored events shall consist of civil war, rebellion, civil commotion, mutiny, flood, tempest, earth quack 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.

22.3 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

## **SPECIAL INSTRUCTIONS TO BIDDERS FOR E-TENDERING**

### **General**

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

Government of India Undertaking. Benefits to suppliers / service providers are outlined on the Homepage of the portal. Those suppliers/service providers not registered on the website mentioned above, are required to get registered beforehand. The intending bidder must read the terms and conditions of this tender carefully. He should only submit his bid if he considers himself eligible and he is in possession of all the documents required. The BSNL, Chennai Telephones reserves the right to reject any prospective application without assigning any reason and to restrict the list of qualified bidders to any number as deemed suitable by it, if too many bids are received satisfying the laid down criteria.

## **INSTRUCTIONS**

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

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

Sealed Bid System – **Two** Stage– Using Two Envelopes’,

In case of two envelope system Financial & Techno-commercial bids shall be submitted by the bidder at the same time.

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

1. Procure a Digital Signature Certificate (DSC)
  2. Register on ElectronicTendering 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)
    - View response to queries posted by BSNL
  7. Bid-Submission on ETS
  8. Attend Public Online Tender Opening Event (TOE) on ETS
    - Opening of Technical-Part
  9. Post-TOE Clarification on ETS (Optional)
    - Respond to BSNL’s Post-TOE queries.
  10. Attend Public Online Tender Opening Event (TOE) on ETS
    - Opening of Financial-Part
- (Only for Technical Responsive Bidders)

**For participating in this tender online, the following instructions are to be read carefully.**

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

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

#### **ITS's Helpdesk**

Telephone/ Mobile - 9894191904/ 9941947400 [between 9:30 hrs to 18:00 hrs on working days]  
E-mail ID - [bsnlthelpdesk@gmail.com](mailto:bsnlthelpdesk@gmail.com), [twhelpdesk679@gmail.com](mailto:twhelpdesk679@gmail.com),  
[twhelpdesk438@gmail.com](mailto:twhelpdesk438@gmail.com)

#### **BSNL Contact**

**BSNL's Contact Person-1, DE BSS RKN, Phone Number - 044-2495 5935**

**FAX Number-044-2464 2333 Email id:- degsmbsrkn@gmail.com**

***[between 10:00 hrs to 17:30 hrs on working days]***

**BSNL's Contact Person-2, SDE BSS RKN-III,**

**Email id:-sdebssrkn3@gmail.com**

**Telephone no. 044-2462 0132 between 10:00 hrs to 17:30 hrs on working days**

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

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

- **Submission of Bid Security/ Earnest Money Deposit (EMD)**
- **Submission of digitally signed copy of Tender Documents / Addendum**
- **Two Electronic Envelopes containing**
  - 1. Technical BID for E-TENDER-Part**
  - 2. Financial Bid for E-TENDER-Part**

Bidders are requested to ensure uploading scanned copies of EMD, EMBG/ MSME, EPF, ESI Financial proof for 2 previous yrs and Experience certificates in the online mode even though the same was submitted in the offline mode.

**6. Offline Submissions :**

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

**DIVISIONAL ENGINEER (BSS/RKN),  
O/O DGM NWO-I, CM,  
6TH FLOOR, RK NAGAR TELEPHONE EXCHANGE,  
OLD NO: 164, NEW NO: 238, R.K.MUTT ROAD, MANDAVELI,  
CHENNAI-600028(TN)  
TEL: 044-2495 5935, FAX: 044-2464 2333**

on or before the date & time of submission of bids specified in covering letter of this tender document, in a Sealed Envelope. The envelope shall bear (Name of the Work), the tender number and the words '**DO NOT OPEN BEFORE' (due date &time)** as mentioned in the Clause 14 of E-TENDER document.

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

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

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

As part of the Electronic Encrypted functionality, the contents of both the 'Electronic Forms' and the 'Main-Bid' are securely encrypted using a Password created by the server itself. The Pass-word is more difficult to break. This method of bid-encryption does not have the security and data-integrity related vulnerabilities which are inherent in e-tender in systems which use Public-Key of the specified officer of a Buyer organization for bid-encryption. Bid-encryption in ETS is such that the Bids cannot be decrypted before the Public Online Tender Opening Event (TOE), even if there is connivance between the concerned tender-opening officers of the Buyer organization and the personnel of e-tendering service provider.

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

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

Every legal requirement for a transparent and secure 'Public Online Tender Opening Event (TOE)' has been implemented on the portal. 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([www.tenderwizard.com/BSNL](http://www.tenderwizard.com/BSNL)) has a unique facility of '**Online Comparison Chart**' which is dynamically updated as each online bid is opened. The format of the chart is based on inputs provided by the Buyer for each Tender. The information in the Comparison Chart is based on the data submitted by the Bidders. A detailed Technical and/ or Financial Comparison Chart enhance Transparency. Detailed instructions are given on relevant screens.

ETS([www.tenderwizard.com/BSNL](http://www.tenderwizard.com/BSNL)) has a unique facility of a detailed report titled 'Minutes of Online Tender Opening Event (TOE)' covering all important activities of '**Online Tender Opening Event (TOE)**'. This is available to all participating bidders for 'Viewing/ Downloading'. There are many more facilities and features on ETS. For a particular tender, the screens viewed by a Supplier will depend upon the options selected by the concerned Buyer.

9.Important Note:

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

**10. Other Instructions**

For further instructions, the vendor should visit the home-page of the portal (<https://www.tenderwizard.com/BSNL>).

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)**

**E-reverse auction/ Limited tender option available with the portal, if required will be conducted after the opening of financial bids in case of more than one techno-commercially qualified bidders. However, in case of only one techno-commercially qualified bidder, the Tender Inviting authority reserves the right to go for manual negotiation, if service charges per shift quoted by the bidder is on the higher side.**

***The BSNL shall have the right to e-reverse the price bid after opening of the financial bid in case the rate quoted by the lowest bidder found to be abnormally very low / high. In case e-reverse option not available in Portal then BSNL reserves the right to Manual negotiation is applicable.***

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**Annexure – A**

**Application Form to be submitted with E-TENDER**

**Name of the Contactor :**  
**Address for correspondence :**

I....., authorized signatory of the contractor M/S....., certify that I fully agree and comply with all the clauses and sub-clauses of the E-TENDER and annexures available with E-TENDER.

(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 E-TENDER document consisting of terms and conditions and draft of agreement and enclose the same with this Annexure.



**Annexure – B**

**FORMAT OF THE PERFORMANCE BANK GUARANTEE**

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

Bank Guarantee in respect of LOI dated \_\_\_\_\_ between General Manager(NWP&O)-CM/GSM, BSNL, Chennai Telephone District hereafter called BSNL CHTD 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 General Manager (NWP&O) - CM, Bharat Sanchar Nigam Limited (BSNL) (A Government of India Enterprise) Chennai Telephones having Circle Office at ,238, R.K.Mutt Rd, Chennai - 600028 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 \_\_\_\_\_ thousand 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./- (Rupees lakh only) 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 thirty months from the date of commencement of the agreement or the term of this guarantee whichever is later. But if the period of the said agreement is extended either pursuant to the provisions in the said Agreement or by mutual agreement between the CONTRACTOR and the BSNL CHTD, the Bank shall automatically renew the period of the Guarantee for such period which expires 6 (six) months after the renewed period of the said agreement failing which it shall pay to the BSNL CHTD the said sum of Rs. /- (Rupees thousand only) 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./- (Rs. thousand only) 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 the PG Amount and it will remain in force for a period of 3 years 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 that the below mentioned officer who have signed it on behalf of the Bank have authority to give this guarantee under its delegated power.

Place: .....

Date: .....

(Signature of the Bank Officer)

Rubber stamp of the bank

Authorized Power of Attorney Number: .....

Name of the Bank officer: .....

Designation: .....

Complete Postal address of Bank: .....

.....

Telephone Numbers .....

Fax numbers .....

**Annexure – C**

**Format of Certificate regarding No 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 inlaw), 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: \_\_\_\_\_

**Annexure – D**  
**Service to be provided by the contractor or his/ her representatives**

1. Re-fueling of diesel in DG sets and maintaining log book of diesel refueling. (The contract for supply of diesel on site shall be separate and is not part of this contract)
  2. Starting/ stopping of the DG set in case of power failure and auto start up failure and making entries in the log book.
  3. Switching on and switching off of ACs.
  4. Cleaning of power plant, DG battery, fire fighting equipment, other equipment at site.
  5. Answering of telephone, noting of complaints and passing information immediately to specified competent authority.
  6. Ensuring that the property of BSNL is not tampered with; Custodianship of site with control of Keys will be provided to the contractor during the time of infrastructure maintenance. Movement of any material from and to the site is to be allowed only with a written permission of site in charge. Should be vigilant so that no items or equipments of BSNL incurs loss/theft/damage, which otherwise the contractor would be held responsible.
  7. Restricting access to the site for un-authorized persons and opening & closing of gate as and when required. Keeping exchange/office premises in hygienic conditions.
  8. On Sundays/Holidays the manpower services are to be maintained for 24 hours in respect of the offices/Telephone Exchanges where two persons are employed. For such services, compensation will be given on Rate/Hour basis as given below
- $$\text{Rate per Hour} = \frac{\text{Monthly Rate}}{30 \times 8}$$
9. Informing BSNL officer in charge Exchange/ BTS about any alarm/ fault message/theft/loss/damage immediately..
  10. Help in testing of fire alarm, fire fighting equipment etc when desired by officer in charge
  11. Running water pump (if any) as and when required.
  12. Watering the plants ( if any ) as and when required.
  13. Any other works that may be incidental and related to proper up keep of the telecom site.

**Classification of services required at each category of site**

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

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

\*\*Services may be chosen depending upon site by the SSAs

**Annexure – E**

**Details of services to be provided for each site**

Name of the sites, complete address, category of sites, shifts required is attached in Annexure – F.

Proposed Shift timings:

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

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

**ANNEXURE 'F'****FINANCIAL BID( duly filled in e-format)**

S.NO	CATEGORY OF SITE	NO OF SHIFTS	BASIC RATE PER SHIFT	SERVICE CHARGES PER SHIFT	TOTAL PER SHIFT( COL 4 + COL 5)	TOTAL FOR ALL THE SHIFTS (COL 6 x COL 3)	GST TAX @ 18% (COL 7 x 18%)	GROSS AMT INCLUSIVE GST TAX (COL 7+ COL 8)
1	2	3	4	5	6	7	8	9
1	A=URBAN	14	776.25					
2	C=RURAL	24	617.03					
	<b>TOTAL</b>	<b>38</b>	<b>GROSS TOTAL=</b>					

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

**\*Note:**

- Service charges quoted will remain fixed through the period of the tender,including the extension period.
- Service Charges per shift should be in Paise/Rupee only and not as a percentage of basic rate per shift.
- The basic rate comprises of Minimum wages notified by the government. ESI Contribution of 4.75%, EPF Contribution, etc. All the items are statutory in nature and hence there cannot be any amounthigher or lower than minimum amount prescribed by the Govt.
- Model calculation for Arriving basic rate per shift is as follows,

Sl no	Basic Rate components	A-URBAN (Rs)	C-RURAL (Rs)
1	MINIMUM WAGES NOTIFIED BY GOI - PER DAY as on 01-10-2018	679.00	527.00
2	ESI @ 4.75%	32.25	25.03
3	EPF (12%) + EDLI (0.5%) + ADM (0.5%)=13.0%(500*13.0 %)	65.00	65.00
4	<b>BASIC RATE PER SHIFT PER DAY (A)</b>	<b>776.25</b>	<b>617.03</b>
5	SERVICE CHARGE ( To be quoted by Bidder in paise/Rupee (B)	B	B
6	TOTAL CHARGE PER SHIFT PER DAY (C)	A+B	A+B
7	TOTAL CHARGE PER SHIFT PER DAY ( incl. 18 % GST) (D)	C+GST	C+GST

**Details of services to be provided for each site**  
**ANNEXURE F/1**

SI No	NAME OF THE UNIT	GM ZONE	CATEGORY A/B/C	NO OF SHIFT REQUIRED
1	INJAMBAKKAM	GSM	A	2 Shifts
2	MEDAVAKKAM	GSM	A	3 Shifts
3	SHOLLINGANALLUR	GSM	A	2 Shifts
4	PERUNGALATHUR	GSM	A	2 Shifts
5	OLD PERUNGALATHUR	GSM	C	2 Shifts
6	KOVILAMBAKKAM	GSM	C	2 Shifts
7	KEELKOTTAYUR	GSM	C	2 Shifts
8	GUDUVANCHERY	GSM	C	2 Shifts
9	KOVILAMBAKKAM	GSM	C	2 Shifts
10	KATTANKOLATHUR	GSM	C	2 Shifts
11	SEMMENCHERY	GSM	C	2 Shifts
12	URAPAKKAM	GSM	C	2 Shifts
13	MAHABALIPURAM	GSM	C	2 Shifts
14	PERUR	GSM	C	2 Shifts

**ANNEXURE F/2**

SI No	NAME OF THE UNIT	GM ZONE	CATEGORY A/B/C	NO OF SHIFT REQUIRED
1	THIRUNEER MALAI	GSM	C	2 Shifts
2	KOVUR	GSM	C	2 Shifts
3	NBSNL TIRUSULAM	GSM	A	2 Shifts
4	MOULIVAKKAM	GSM	A	2 Shifts

**ANNEXURE F/3**

NAME OF THE UNIT	GM ZONE	CATEGORY A/B/C	NO OF SHIFT REQUIRED
1. R K NAGAR TCSC	GSM	A	1 Shift

Anex	No of sites			No of Shifts		
	Cat A	Cat C	Total	Cat A	Cat C	Total
F1	4	10	14	9	20	29
F2	2	2	04	4	4	8
F3	1	0	1	1	0	1
Total	7	12	19	14	24	38

**Annexure – F/4**  
**Address of the sites**

NAME OF THE UNIT	GM ZONE	ADDRESS	CATEGORY A/B/C
INJAMBAKKAM	GSM	NURSERY (MHAN), OPP TO ANNE FARM HOUSE ECR, INJAMBAKKAM, CHENNAI	A
MEDAVAKKAM	GSM	VACANT LAND VENKATESAN STREET MEDAVAKKAM CHENNAI 601302.	A
SHOLLINGANALLUR	GSM	S N SUNDARAMURTHY # 212 OLD MAHABALIPURAM ROAD CHEMMANJERI CHENNAI 119	A
PERUNGALATHUR	GSM	NO.30 ANNAPARK KANNIGAI STREET PERUNGALATHUR CHENNAI 63	A
OLD PERUNGALATHUR	GSM	PLOT NO.7 NOBLE ATREET FIRST CROSS SRINIVASA NAGAR CHENNAI 63	C
KOVILAMBAKKAM	GSM	PLOT # 39,M.A.VAITHYALINGAM NAGAR LOGANATHAN STREET NANMANGALAM CH 117.	C
KEELKOTTAYUR	GSM	#61,SAHAYAPURI LAY OUT KEEZHKOTTAIYUR VILLAGE THIRUPRUR PANCHAYAT KANCHEEPURAM DIST.	C
GUDUVANCHERY	GSM	# 113, GST ROAD (JAYALAXMI FLOORMILLS)GUDUVANCHERI CHENNAI 603 203.	C
KOVILAMBAKKAM	GSM	#114 THANDALAM MAIN ROAD THIRUPORUR	C
KATTANKOLATHUR	GSM	GOVT.POULTRY FARM KATTUPAKAM KATTANKULATTUR KANCHEEPURAM DISTRICT 603 202	C
SEMMENCHERY	GSM	P.O. NO.4,KALAIIGNER KARUNANIDHI SALAI SEMMAMCHERY CHENNAI 119.	C
URAPAKKAM	GSM	OLD NO 17 NEW NO 155 GST ROAD URAPAKKAM POST GUDUVANCHERY, CHENNAI	C
MAHABALIPURAM	GSM	NO.111 KOVALAM ROAD OPP TO SILVER SEA MAHABALIPURAM	C
PERUR	GSM	NEMMILLIKUPPAM PERUR POST EAST COAST ROAD	C

**Annexure – F/5**

NAME OF THE UNIT	GM ZONE	ADDRESS	CATEGORY A/B/C
THIRUNEER MALAI	GSM	P NO 3, THIRUNEERMALAI HIGH ROAD PAMMAL CHENNAI	C
KOVUR	GSM	SURVEY NO 174/2 KOVUE VILLAGE KUNDARTHUR PORUR HIGHWAY ROAD KOVUR CHENNAI 602 102.	C
NBSNL TIRUSULAM	GSM	POLICE MICORWAVE STATION TIRUSULAM HILL CHENAI 100	A
MOULIVAKKAM	GSM	PL-3, MADHA NAGAR MAIN ROAD,MOULIVAKKAM	A

**Annexure – F/6**

NAME OF THE UNIT	GM ZONE	ADDRESS	CATEGORY A/B/C
R K NAGAR TCSC	GSM	R K NAGAR TELEPHONE EXCHANGE BUILDING	A



**ANNEXURE G**

**THIS AGREEMENT IS EXECUTED ON the 2019**

**By and in Between**

BSNL, Chennai Telephone District having circle office at 238, R.K. Mutt Road, Chennai 600028 and represented by General Manager (NWO)-CM (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. General Manager (NWO)- CM, BSNL CHTD (A Govt. of India Enterprises) is and

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

Whereas the Party of First Part is running and operating Telecom Networks and due to increase in work pressure and increase in the scale of operations the party of first part intend to distribute non-core activities of general nature to the party of second part.

Whereas the Party of Second part desire to own responsibility of/for non-core activities and incidental activities related to proper and suitable functioning of the Telecom Network Premises.

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

Whereas the Parties 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, eventually and the cost of such transfer shall be bear by the party of second part. And

Whereas, the transfer of non-core activities as enumerated in the scheme, is not of permanent nature and for a specific period only as defined in this agreement and within the provisions of applicable law and

Whereas the party of second part has offered to enter into the present agreement with the party of first part for services to be rendered, inter alia, for \_\_\_\_\_ and other services which are as given in Annexure D on the terms and conditions herein contained and the rates approved by the party of first part \_\_\_\_\_

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

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

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

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

## **2. Article 2: DEFINITIONS**

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

### **2.1 Agreement**

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

### **2.2 Parties;**

The Party of first Part and the Party of Second Part

#### **2.2.1 Party of First Part means**

And include the party of first part and the body corporate, its directors, share holders, promoters.

#### **2.2.2 Party of Second Part means**

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

### **2.3 E-TENDER**

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

### **3. ARTICLE 3: PARTY OF FIRST PART PERMISSIONS**

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

#### **3.1 Use of premises**

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

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

#### **3.2 Disclaimer**

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

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

#### **3.3 Scope of rights of Party of Second Part;**

The agreements permit the Party of Second Part the privilege executing non-core activities and activities incidental thereto, in relation to the agreed terms and condition in furtherance of business interest and public interest is indispensable. Party of Second Part understands that they are not authorized to any illegal activity or any such activity which is, in contravention to the general policy, statutory provision, rules, regulation as announced or declared or published by any competent authority. Party of Second Part further states that they acknowledge the duty and obligations of the Party of First Part as per the general policy, statutory provision, rules, regulation as announced or declared or published by any competent authority and undertake to fully co-operate with the Party of First Part.

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

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

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

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

### 3.5 Ministry of telecommunications Compliance

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

### 3.6 Ministry of labour Compliance

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

## **4. Article 4. PARTY OF SECOND PART OBLIGATION**

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

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

### 4.3 'Maintenance of specified account/records'

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

4.3.2 In the event of this, if the Party of Second Part not maintains the specified records, the Party of Second Part agrees to pay / reimburse to the Party of First Part,

the charges incurred by the Party of First Part in actually completing the same records or assisting the Party of Second Part in this regard. The Party of Second Part also undertakes to pay the said amount to the Party of First Part within fifteen days of issuance of the invoice.

### 4.4 Staff recruitment and selection

4.4.1 The Party of Second Part shall appoint any staff at the pay scale prescribed by the various relevant statutory provisions as prescribe by the relevant competent instrumentalities of the government. The Party of Second Part unambiguously understands that the staffs appointed by

the Party of Second Part shall be the employees of the Party of Second Part only and Party of First Part shall have no liabilities / obligations towards them and the party of first part not in any manner exercises their control over the appointed staff in any manner.

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

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

4.5 Scope of selection procedure, interview and training;

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

4.6 Reports and feed back

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

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

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

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

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

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

4.7.5 Not to lend, sell, or otherwise give away any property or information about the Party of First Part, his business secrets, plans, services, programs, materials, manuals etc. to any third party at any 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 roster as per the requirement of Ministry of labour.

4.8 The Party of second part hereby undertakes to indemnify BSNL CHTD against all actions, suits, proceedings, claims, losses, damages etc., which may arise under Minimum Wages

Act, Fatal Accident Act, Workmen Compensation Act, Shops & Establishment Act, Family Pension & Deposit Linked Insurance Scheme Contract Labour (Regulation and Abolition) Act 1970 or any other Act or statutes not herein specifically mentioned but having any direct or indirect application for the person(s) engaged under this contract by him.

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

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

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

**(b) As per Central Government Minimum Wage Act 1949, Basic+DA+HRA should be equivalent to the minimum wages as notified by central Government from time to time. Hence the revision of minimum wages notified by the statutory body would be accepted forthwith as and when revision occurs. The minimum wage is not at all negotiable and only the service charges is negotiable.**

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

(d) 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.

(e) Party of the second part shall be liable for all payments of wages, Salary, Bonus, PF etc to its employees & shall comply with all statutory laws, rules, relating to employment, wages, PF, ID, act etc. **It is the contractors responsibility to make all payments of wages, Salary, PF, Bonus, etc., to its employees regularly by them without fail.**

4.12 The Party of second part shall at his own cost and initiative take out and maintain at all times until the completion of the contract/lease period, insurance policies in respect of workmen engaged by him for providing services under this contract, in order to keep himself as well as BSNL CHTD/Lessee fully indemnified from and against all claims whatsoever

including but not limited to those arising out of the provisions contained in Workmen's Compensation Act, 1923. Should the Contractor fail to take out and/or keep a foot insurance as provided for in the foregoing paragraph, BSNL/Lessee shall be entitled (but without any obligation to do so) to take out and/or keep a foot such insurance at the cost and expense of the Contractor and without prejudice to any other rights or remedies of BSNL CHTD/Lessee in this behalf, to deduct the sum(s) incurred therefrom any amounts due to the Contractor.

**4.13 Communication of the problems;**

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

**4.14 Maintenance of records**

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

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

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

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

**4.15 Execution of non-core activities;**

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

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

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

**4.16 Securities;**

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

**4.17 Code of conduct**

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

**4.18 Membership, affiliations;**

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

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

**4.19 Additional activities**

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

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

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

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

**5. Article 5: CONSIDERATIONS**

**5.1 Monthly fee**

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

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

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

**5.2 Profit sharing**



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

### 5.3 Taxes duties

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

**GST tax at the prevailing rates will be paid.**

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

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

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

## **7. Article 7: DISBURSEMENT TO PARTY OF FIRST PART**

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

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

### 8.1 Trademarks, trade names and trade secrets

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

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

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

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

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

## **8.2 No 'Agency'**

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

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

## **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 been renewed shall be made available to the Party of First Part, in case it requires it, in any compliance issue.

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

### **10.1 Tenure:**

The tenure of this MOU shall expire \_\_\_\_\_ under circumstances until unless specifically agreed and in written form accepted by parties, though this MOU ceases to exist.

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

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

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

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

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

- (a) Negligence in carrying out the works or carrying out of work found to be unsatisfactory by the competent authority in BSNL CHTD
- (b) Abandonment of the works or any part thereof;
- (c) Suspension of the entire works or any part thereof, for a period of 14

(fourteen) days or more without due authority from the BSNL CHTD

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

(e) Failure to deposit the Initial Security Deposit within 10 (ten) days of receipt by the party of second part of Acceptance of Tender (in case applicable).

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

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

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

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

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

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

10.3.7 Death of the party of second part;

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

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

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

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

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

10.4.1 Upon the expiry of the contracted period

10.4.2 Upon occurrences of instances mentioned in clause above

DGM NWO-I-CM

Signature of Bidder

10.4.3 Upon mutual consent of the parties before the expiry of the period. In the event, the

## **11. Article 11: EFFECT OF NON- RENEWAL**

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

## **12. Article 12: INDEMINIFICATION**

### **12.1 Losses and damages**

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

result from the will-full negligence of the Party of First Part, Its employees or agents after signing the agreement.

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

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

#### **12.1.4 Personnel indemnification;**

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

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

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

Both Parties agree that in the event of  
Non-compliance of any clause due from the Parties  
Or

For any other reason as may be mentioned in the agreement or against the law of this land, Both the Parties may in their discretion, act any or the entire procedure in following manner:

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

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

14.1 The occurrence of the following events / acts shall constitute 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 re-dressal of the issues, this agreement without any compensation by notice in writing to the Party of Second Part, such notice to re-dressal of the issues at such date as the Party of First Part in their discretion determine and cancel the contract.

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

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

14.1.3 In case any of the condition and requirements mentioned in the E-TENDER application given to the party of the first part by the party of the second part is found to be misleading, false and incorrect, the party of the first part reserves the right to cancel the agreement at any time.

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

**14.2.1 The party of the second part shall be responsible for calling the concerned officer In-charge at the work site (i.e. Telephone Exchange, BTS etc.) at the time of starting as well as end of duty. If at any of time the party of the second part fails to do so, 5% of the**

**monthly contract amount will be deducted from the payment of the party of the second part for every such instance of such negligence on their part.**

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

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

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

## **16. Article 16: MISCELLANEOUS /GENERAL CONDITION**

### **16.1 Interpretation**

The recitals incorporated herein make a part of this agreement, total of article, sections, clauses and paragraphs are used for convenience only and are part of the text. All terms used in any one gender shall be construed to include any other gender as the context may require. The singular shall be deemed to include the plural and the plural shall be deemed to refer to singular as the context may be.

### **16.2 Entire agreement**

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

### **16.3 Non-waiver**

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

### **16.4 Governing laws**

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

**16.5 Applicable laws**

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

**16.6 Severability**

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

**16.7 Registration**

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

**16.8 Notices**

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

**16.9 Force majeure clause;**

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

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

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

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

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

Except as otherwise provided elsewhere in the contract, in the event of any disputes, controversy, or differences arising out of or relating to this agreement, or the breach, termination or invalidity thereof between parties, such party or parties shall make to the other party or parties to amicably settle the differences or disputes and parties shall thereupon make every effort to settle the same amicably within a period of 60 (sixty) days from the date of making such request.

Where the parties are unable to settle the disputes through conciliation, the same shall be referred to the authority in BSNL (CMD/CGM/GMTD, as the case may be) for referral of such disputes to sole arbitrator (chose (n) from the names provided by BSNL), to be mutually decided by the parties, as per the provisions of Arbitration and Conciliation Act, 1996, any amendment thereof, and any notification issued or rules made thereunder from time to time. The venue of the Arbitration proceeding shall be New Delhi/ or Circle/ SSA HQ (as the case may be).

## **18. SET OFF**

Any sum of money due and payable to the Supplier (including security deposit refundable to him) under this contract may be appropriated by the Purchaser or the BSNL or any other person(s) contracting through the BSNL and set off the same against any claim of the Purchaser or BSNL or such other person or person(s) for payment of a sum of money arising out of this contract or under any other contract made by the Supplier with the Purchaser or BSNL or such other person(s) contracting through the BSNL.



**ANNEXURE-H**

**PROFORMA FOR CLAUSE BY CLAUSE COMPLIANCE**

SECTION NO	CLAUSE NO	COMPLIANCE

**ANNEXURE-I**

**BID SECURITY BOND**

Whereas ..... (hereafter called “the Bidder”) has submitted its bid dated ..... For Notice Inviting Expression of Interest No.....

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

THE CONDITION of the obligation are:

- 1 If the Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form; or
- 2 If the Bidder, having been notified of the acceptance of its bid by the BSNL during the period of Bid Validity.
  - (a) Fails or refuses to execute the Contract, if required, or
  - (b) Fails or refuses to furnish performance security, in accordance with the instructions to Bidders.

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

This guarantee will remain in force as specified in clause 5.1 of the Bid Document up to and including thirty (30) days after the period of bid validity and any demand in respect thereof should reach the Bank not later than the specified date/ dates.

Signature of Witness  
Name of Witness  
Address of Witness

Signature of the Bank  
Name  
Signed in Capacity of  
Full Address of Branch  
Tel. No. of Branch  
Fax No. of Branch

**ANNEXURE - J****VENDOR MASTER FORM**

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

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

Title\* :  Mr.  Ms.  M/s  Dr.

Name\* :

Address\* :

Town/District\* :

City\* :

State\* :

Postal/Pin code\* :  Country\* :

**Contact Details:**

Telephone Number :  Fax No. :

Email\_id :

(Mandatory for E-Tendering)

Name of Contact Person :  Mobile No. :

Alternate Contact Person :  Mobile No. :

**Tax information:**

PAN :

Service Tax reg. no. :

LST (Local VAT reg.No.) :  CST Reg. No :

Tax Registration no.  
(for Foreign Vendors) :

**Income Tax Exemption details:**

IT exemption no. :  IT exemption rate :

IT Exemption date :

IT exemption date from :  IT exemption date to :

**Excise Details:**

Excise reg. no. :

Excise Range :

Excise Division :

Excise Commissionerate :

**Payment Transaction/ Bank Details:**

Bank Country :

Bank Name :

Bank Address :

Bank A/c No :

Bank IFSC :

Account holder's Name :

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

SWIFT Code :   
(for Foreign Vendors)

IBAN :   
(for Foreign Vendors)

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

**Industry Status:**

Micro/ SSI Status : Yes ☐ No ☐

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

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

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

(For Office Use)

Vendor Account Group :  Payment Method :

TDS Type - Invoice :  TDS Code - Invoice :

Checked by:	Authorized by (Finance)	SAP Vendor Master Created on	SAP Vendor Code
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

**ANNEXURE - K**

Bidder's profile & Questionnaire.

Tenderer / Bidder's Profile & Questionnaire

(To be filled in and submitted by the bidder)

A) Tenderer's Profile

1. Name of the Individual/ Firm: .....

2. Present Correspondence Address

.....

.....

.....

Telephone No. .... Mobile No. ....

FAX No. ....

3. Address of place of Works/

Manufacture .....

.....

Telephone No. .... Mobile No. ....

4. State the Type of Firm: (Tick the correct choice ) Sole proprietor-ship/partnership firm/ Private limited company/  
Public Limited Company

5. Name of the sole proprietor/ partners/ Director(s) of Pvt. Ltd Co.:

S. No	Name	Father's Name	Designation
1			
2			
3.			
4.			
5.			

6. Name of the person authorized to enter into and execute contract/agreement and the capacity in which he is authorized (in case of partnership/ private Ltd Company):

.....

.....

7. Permanent Account No. : .....

8. Details of the Bidder's Bank for effecting e-payments:

(a) Beneficiary Bank Name:.....

(b) Beneficiary branch Name:.....

(c) IFSC code of beneficiary Branch.....

(d) Beneficiary account No.:.....

(e) Branch Serial No. (MICR No.):.....

9. Whether the firm has Office/ works (i.e. manufacture of the tendered item) in Chennai? If so state its Address

.....  
.....

**B) Questionnaire**

1. Do you think any other detail/ material is required to complete the work specified in the specification? Yes/ No.

1.1 If Yes, Give details

.....  
.....

2. Do you think any other item of work need be included in tender form to complete the work specified in the specification? Yes/ No.

2.1 If Yes, Give details

.....  
.....

3. Kindly indicate the maximum Quantity of tendered material which you are capable of supplying within the scheduled delivery period.

Name of the tendered Item

Qty that can be supplied by the firm within scheduled delivery period.

4. Suggestion for improvement of the tender document.

.....  
.....

Place.....

Signature of contractor .....

Date .....

Name of Contractor .....

**ANNEXURE- L**

**For Letter of Authorization for attending Bid Opening Event.**

(To be typed preferably on letter head of the company)

**Subject:** Authorization for attending Bid opening

I/ We Mr. /Ms. .... have submitted our bid for the tender  
no. .... in respect of .....  
..... (Item of work) which is due to open on  
..... (date) in the Meeting Room, O/o  
.....

We hereby authorize Mr. / Ms. ....&Mr. /  
Ms..... (alternative) whose signatures are attested below, to attend the bid  
opening for the tender mentioned above on our behalf.

.....  
Signature of the Representative

..... Signature of Bidder/ Officer authorized to sign  
Name of the Representative on behalf of the Bidder

.....  
Signature of the alternative Representative

.....  
Name of the alternative Representative

Above Signatures Attested

**Note 1:** Only one representative will be permitted to attend the Bid opening

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

**ANNEXURE-M**

**Appendix-1 to Section 4 Part A of Chapter 4 (Standard Tender Enquiry Document)**

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



S. No.	Defaults of the bidder / vendor.	Action to be taken
A	B	C
1(b) cont d.	(iii) If <i>detection of default after receipt of PG/ SD (DD,BG etc.)</i> .	i) Cancellation of APO ii) Rejection of Bid & iii) Forfeiture of PG/ SD. However on realization of PG/ SD amount, EMD, if not already released shall be returned.
	(iv) If <i>detection of default after issue of PO/ WO</i>	i) Termination/ Short Closure of PO/WO and Cancellation of APO ii) Rejection of Bid & iii) Forfeiture of PG/ SD. However on realization of PG/ SD amount, EMD, if not released shall be returned.
	<b>Note 3:-</b> However, settle bills for the material received in correct quantity and quality if pending items do not affect working or use of supplied items.	
	<b>Note 4:-</b> No further supplies are to be accepted except that required to make the already supplied items work.	
2	If vendor or his representative uses violent/ coercive means viz. Physical / Verbal means to threatens BSNL Executive / employees and/ or obstruct him from functioning in discharge of his duties & responsibilities for the following :	Banning of business for 3 years which implies Barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order.
	a) Obstructing functioning of tender opening executives of BSNL in receipt/ opening of tender bids from prospective Bidders, suppliers/ Contractors.	
	b) Obstructing/ Threatening other prospective bidders i.e. suppliers/ Contractors from entering the tender venue and/ or submitting their tender bid freely.	
3	Non-receipt of acceptance of APO/ AWO and SD/ PG by L-1 bidder within time period specified in APO/ AWO.	Forfeiture of EMD.

S. No.	Defaults of the bidder / vendor.	Action to be taken
A	B	C
4.1	Failure to supply and/ or Commission the equipment and /or execution of the work at all even in extended delivery schedules, if granted against PO/ WO.	i) Termination of PO/ WO. ii) Under take purchase/ work at the risk & cost of defaulting vendor. iii) Recover the excess charges if incurred from the PG/ SD and outstanding bills of the defaulting Vendor.
4.2	Failure to supply and/ or Commission the equipment and /or execution of the Work in full even in extended delivery schedules, if granted against PO/ WO.	i) Short Closure of PO/ WO to the quantity already received by and/ or commissioned in BSNL and/ or in pipeline provided the same is usable and/or the Vendor promises to make it usable. ii) Under take purchase/ work for balance quantity at the risk & cost of defaulting vendor. iii) Recover the excess charges if incurred from the PG/ SD and outstanding bills of the defaulting Vendor.
5.1	The supplied equipment does not perform satisfactory in the field in accordance with the specifications mentioned in the PO/ WO/Contract.	i) If the material is not at all acceptable, then return the non-acceptable material (or its part) & recover its cost, if paid, from the o/s bills/ PG/ SD. OR ii) If the material is inducted in network & it is not possible to return it and/ or material is acceptable with degraded performance, the purchaser may determine the price for degraded equipment (Financial penalty = Price – price determined for degraded equipment) himself and/ or through a committee. Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD.

S. No.	Defaults of the bidder / vendor.	Action to be taken
A	B	C
5.2	Major quality problems (as established by a joint team / committee of User unit(s) and QA Circle) / performance problems and non-rectification of defects (based on reports of field units and QA circle).	<p>i) If the material is not at all acceptable, then return the non-acceptable material (or its part) &amp; recover its cost, if paid, from the o/s bills/ PG/ SD; OR</p> <p>ii) If the material is inducted in network &amp; it is not possible to return it and/ or material is acceptable with degraded performance, the purchaser may determine the price for degraded equipment (Financial penalty = Price – price determined for degraded equipment) himself and/ or through a committee. Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD; and</p> <p>iii) Withdrawal of TSEC/ IA issued by QA Circle.</p>
6	<p>Submission of claims to BSNL against a contract</p> <p>(a) for amount already paid by BSNL .</p> <p>(b) for Quantity in excess of that supplied by Vendor to BSNL.</p> <p>c) for unit rate and/ or amount higher than that approved by BSNL for that purchase.</p> <p><b>Note 5:-</b> The claims may be submitted with or without collusion of BSNL Executive/ employees.</p> <p><b>Note 6:-</b> This penalty will be imposed irrespective of the fact that payment is disbursed by BSNL or not.</p>	<p>i) Recovery of over payment from the outstanding dues of Vendor including EMD/ PG &amp; SD etc. and by invoking 'Set off' clause 21 of Section 5 Part A or by any other legal tenable manner.</p> <p>ii) Banning of Business for 3 years from date of issue of banning order or till the date of recovery of over payment in full, whichever is later.</p>
7	Network Security/ Safety/ Privacy:- If the vendor tampers with the hardware, software/ firmware or in any other way that	<p>i) Termination of PO/ WO.</p> <p>ii) Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods &amp; Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order.</p> <p>iii) Recovery of any loss incurred on this account from the Vendor from its PG/ SD/ O/s bills etc.</p>

S. No.	Defaults of the bidder / vendor.	Action to be taken
A	B	C
7 con- td.	b) Disrupts/ Sabotages functioning of the BSNL network equipments such as exchanges, BTS, BSC/ MSC, Control equipment including IN etc., transmission equipments but not limited to these elements and/ or any other TSP through BSNL.	iv) Legal action will be initiated by BSNL against the Vendor if required.
	c) tampers with the billing related data/ invoicing/ account of the Customer/ User(s) of BSNL and/ or any other TSP(s).	
	d) hacks the account of BSNL Customer for unauthorized use i.e. to threaten others/ spread improper news etc.	
	e) undertakes any action that affects/ endangers the security of India.	
8	If the vendor is declared bankrupt or insolvent or its financial position has become unsound and in case of a limited company, if it is wound up or it is liquidated.	i) Termination/ Short Closure of the PO/ WO. ii) Settle bills for the quantity received in correct quantity and quality if pending items do not affect working or use of supplied items. iii) No further supplies are to be accepted except that required to make the already supplied items work. iv) In case of turnkey projects, If the material is commissioned and is usable without any degradation of performance, then settle bills for the acceptable equipment/ material (or its part). v) In case of turnkey projects, if the material is inducted in network & it is not possible to return it and/ or material is acceptable with degraded performance, the purchaser may determine the price for degraded equipment (Financial penalty = Price – price determined for degraded equipment) himself and/ or through a committee. Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD.

S. No.	Defaults of the bidder / vendor.	Action to be taken
A	B	C
9	In the event of the vendor, its proprietor, Director(s), partner(s) is / are convicted by a Court of Law following prosecution for offences involving moral turpitude in relation to the business dealings.	<p>i) Termination/ Short Closure of the PO/ WO.</p> <p>ii) Settle bills for the material received in correct quantity and quality if pending items do not affect working or use of supplied items.</p> <p>iii) No further supplies are to be accepted except that required to make the already supplied items work.</p> <p>iv) In case of turnkey projects, If the material is commissioned and is usable without any degradation of performance, then settle bills for the acceptable equipment/ material (or its part).</p> <p>v) In case of turnkey projects, If the material is inducted in network &amp; it is not possible to return it and/ or material is acceptable with degraded performance, the purchaser may determine the price for degraded equipment (Financial penalty = Price – price determined for degraded equipment) himself and/ or through a committee.</p> <p>Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD.</p>
10	If the vendor does not return/ refuses to return BSNL's dues:	i) Take action to appoint Arbitrator to adjudicate the dispute.
	a) inspite of order of Arbitrator.	<p>i) Termination of contract, if any.</p> <p>ii) Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods &amp; Services including participation in future tenders invited by BSNL from date of issue of banning order or till the date by which vendor clears the BSNL's dues, whichever is later.</p> <p>(continues to page 60)</p>

S. No.	Defaults of the bidder / vendor.	Action to be taken
A	B	C
10 con-td.	b) in spite of Court Orders.	<p>iii) Take legal recourse i.e. filing recovery suite in appropriate court.</p> <p>i) Termination of contract, if any.</p> <p>ii) Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods &amp; Services including participation in future tenders invited by BSNL from date of issue of banning order or till the date by which vendor clears the BSNL's dues, whichever is later.</p>
11	If the Central Bureau of Investigation/ Independent External Monitor (IEM) / Income Tax/ Sales Tax/ Excise / Custom Departments recommends such a course	Take Action as per the directions of CBI or concerned department.
12	<p>The following cases may also be considered for Banning of business:</p> <p>(a) If there is strong justification for believing that the proprietor, manager, MD, Director, partner, employee or representative of the vendor/ supplier has been guilty of malpractices such as bribery, corruption, fraud, substitution of tenders, interpolation, misrepresentation with respect to the contract in question.</p> <p>(b) If the vendor/ supplier fails to execute a contract or fails to execute it satisfactorily beyond the provisions of Para 4.1 &amp; 4.2.</p>	<p>i) Banning of business for 3 years which implies Barring further dealing with the vendor for procurement of Goods &amp; Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order.</p>
	(c) If the vendor/ supplier fails to submit required documents/ information, where required.	
	(d) Any other ground which in the opinion of BSNL is just and proper to order for banning of business dealing with a vendor/ supplier.	

**Note 7:** The above penalties will be imposed provided it does not clash with the provision of the respective tender.

**Note 8:-**In case of clash between these guidelines & provision of invited tender, the provision in the respective tender shall prevail over these guidelines.

**Note 9:**Banning of Business dealing order shall not have any effect on the existing/ ongoing works/ AMC / CAMC which will continue along with settlement of Bills.

ANNEXURE- N

BID FORM

From

.....  
.....  
.....

To

The Dy.General Manager (NWO-CM)  
BSNL Chennai Telephones, CM Wing  
6<sup>th</sup> flr, No 99 JN Road, KK Nagar, Chennai-600078.

Dear Sir,

1 Having examined the above mentioned tender enquiry document including amendments / clarification /addenda Nos \_\_\_\_\_ Dated \_\_\_\_\_

the receipt of which is duly acknowledged, we, the undersigned, offer to provide Infra maintenance service in conformity with the conditions of contract and specifications for the sum of Service charges as mentioned in the financial bid and made part of this bid.

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

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

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

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

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

DGM NWO-I-CM

Signature of Bidder



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

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

Signature of

In capacity of

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

Witness .....

Address .....

Signature

**ANNEXURE- O**

**ECS FORM**

(Mandate Form)

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

1	Name of the supplier (M/s)	
2	Address of the supplier.	
3	Name of the a/c Holder.	
4	Bank Name	
5	Branch Name	
6	Branch Address, Telephone No. Fax No.	
7	MICR & IFSC Code no.	
8	Type of account	
9	A/c. No.	
10	IFS Code	

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

Date:  
stamp.

Signature of the authorized signatory of the supplier with

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

Bank's Stamp

Date:

Signature of the authorized official of the Bank

I have read and understood the above.

Signature of Bidder with Date:

DGM NWO-I-CM

Signature of Bidder

**ANNEXURE- P**

**UNDERTAKING**

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

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

1. I/ We ----- shall comply with all the Rules/ Regulations/ Laws/ Government instructions/ statute etc; that are applicable / will be applicable which are aimed to protect the interest of the workers/ employees engaged by me / us during the course of performance of this contract.
2. I/We shall fully protect, indemnify and hold harmless BSNL and its employees, officers, Directors, agents or representatives against any liabilities, losses, actions, judgments, damages, fines, penalties and costs (including legal costs and disbursements ) arising from or relating to:
  - a) any breach/ violation of any direction / order of government authorities, breach/ violation of any provisions of the labour laws or any other laws / statutes / regulations that are aimed to protect the interest of the workers/ labourers engaged by me / us during the course of this contact.
  - b) any claim made by any other third party in connection with violation of any of the laws, guidelines, instruction, etc;
3. In witness whereof this undertaking has caused on the ----- Day ----- Month of ----- Year

Date:

Place:

Signature: -----

Name: -----

Designation: -----

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

2. ....

DGM NWO-I-CM

Signature of Bidder

**ANNEXURE- Q**

**NON BLACKLISTING CERTIFICATE**

**(To be submitted in Bidders Letter pad)**

I \_\_\_\_\_, S/O \_\_\_\_\_

hereby certify that I/my company have/has not been blacklisted by any Govt.

Department/PSU of Central or any State Govt. as mentioned in Bid document. In case at any stage, it is found that the information given by me is false/incorrect, BSNL shall have the absolute right to take any action as deemed fit/ without any prior intimation to me.

**Signed** \_\_\_\_\_

For and on behalf of the Service Provider

Name (capital) \_\_\_\_\_

Position \_\_\_\_\_

Date \_\_\_\_\_

**ANNEXURE- R**

**CHECK LIST**

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

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

\*\*\*\*\*

**END OF THE E-TENDER DOCUMENT**