



भारत संचार निगम लिमिटेड
(भारत सरकार का उपक्रम)

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

CHENNAI TELEPHONE DISTRICT

TENDER FORM

E-Tender for Alarm Extension Work in Mobile sites of Chennai Telephones including rural areas of Chengalpattu, Kancheepuram & Thiruvallur District under Chennai Telephones

TENDER No: DGM (B&CCS-CM)/Tender /Alarm Extension/2020-21 dated 09-10-2020

Cost of the Tender Form: Rs. 590/- (Rs.500 +GST 18%)

Bid security: Rs.81,892/-

Estimate cost of tender :Rs. 40,94,600/-

Tender forms Available in www.chennai.bsnl.co.in following “Link for E-tenders by Chennai Telephones”.

Single stage bid

(Two stage opening –Technical & Financial Bid)

Date &Time of Tender Opening: 14:30 Hrs on 03-12-2020

at the

**O/o DGM (B&CCS-CM),
6th FLOOR, 238, RK Mutt Road
RK NAGAR EXCHANGE BUILDING,
Mandaveli, Chennai – 600 028**

Tel: 044-24620125

Fax: 044-24620115

Visit us at: www.chennai.bsnl.co.in

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

NOTICE INVITING TENDER

(Press Notice -shall not be part of NIT)

**TENDER NO. & DATE: DGM (B&CCS-CM) / E-Tender / Alarm Extension / 2020-21 DT
09-10-2020**

BSNL Chennai Telephones invites

Valid bids for Alarm Extension Work in Mobile sites of Chennai Telephones including rural areas of Chengalpattu, Kancheepuram & Tiruvallur District under Chennai Telephones through E-tendering.

Last Date for offline Submission of Tender 03 -12-2020 by 14.00Hrs

Tender forms Available www.chennai.bsnl.co.in following "Link for E-tenders by Chennai Telephones" <https://www.tenderwizard.com/BSNL> from : 14:00 hrs of 12.11.2020 to 13:58 hrs of 03.12.2020

For further details, visit our website: www.chennai.bsnl.co.in and in "Link for E-tenders " <https://www.tenderwizard.com/BSNL>

Bharat Sanchar Nigam Limited
(A Govt. of India Enterprise)
O/o DGM (B&CCS), Chennai Telephones, 238, RK mutt road,
RK Nagar, Chennai-28.

NOTICE INVITING ON LINE TENDER

No: DGM (B&CCS-CM)/E-Tender /Alarm Extension/2020-21 dated 09-10-2020

The General Manager (CM), BSNL, Chennai Telephones on behalf of Bharat Sanchar Nigam Limited invites Valid bids from Prospective bidders for **Alarm Extension work in mobile sites** of Chennai Telephones including rural areas of Chengalpattu, Kancheepuram & Tiruvallur District under Chennai Telephones areas.

BSNL CHTD Intends to contract for Alarm Extension work in 810 GSM(2G-BTS) sites and 925 Node-B(3G-BTS) sites working under Chennai Telephones area including the sites in rural areas of Chengalpattu, Kancheepuram & Tiruvallur District. The quantity of Sites may vary based on the requirement at the time of Finalisation of Contract and during the contract period.

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

Cost of the Tender Form: Rs. 590/- (Rs.500 +GST 18%)

Bid security: Rs.81,892/-

Estimate cost of tender :Rs. 40,94,600 /-

Last date of Receipt of E-Tender (offline): 14:00 Hrs of 03.12.2020

Date of opening of E-Tender (TOC) : 14:30 Hrs of 03.12.2020

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 Alarm Extension Work At Mobile sites” along with Bid security and
- Second Envelope as “**Financial Bid** for Alarm Extension work at Mobile sites”.
- Both the sealed envelopes should be placed in another sealed envelope super scribed “E-Tender for Alarm Extension work at Mobile sites” and should be addressed to

DIVISIONAL ENGINEER (TENDER)
O/o DGM B&CCS-CM, 3rd Floor,
R K Nagar Telephone Exchange Building,
No:238, RK Mutt Road, CHENNAI-600028.
Tel No: 24620125, Fax No. 24620115

And submit in the drop box kept at O/o DGM B&CCS-CM, 3rd FLOOR, door No:238, RK Mutt Road, RK Nagar Telephone Exchange, Chennai-600028.

The tender document for participating in E-tender shall be available for downloading from <https://www.tenderwizard.com/BSNL> :- from 12-11.2020 14.00 hrs up to 13:58 hrs on 03-12-2020 and submitted along with the cost of tender document and Bid security to the address mentioned above. The copy of E-Tender document can be downloaded from the website www.chennai.bsnl.co.in following “Link for E-tenders by Chennai Telephones”

DGM B&CCS-CM

Signature of Bidder

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

1.2 The General Manager (CM) BSNL 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:

The tender document for participating in E-tender shall be available for downloading from <https://www.tenderwizard.com/BSNL>:- **from 12-11-2020/14:00 hrs up to 03-12-2020/13:58 hrs.**

Tender document copy can be obtained by downloading it from the website www.chennai.bsnl.co.in following **"Link for E-tenders by Chennai Telephones"**.

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 from <https://www.tenderwizard.com/BSNL>**
- **The Tender document shall not be available for download after its closing date/time.**

2.1 The bidders downloading the tender document are required to submit the tender fee amount through DD of an amount of Rs 590/- along with the tender bid failing which the tender bid shall be left unopened/rejected. The DD 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 12-11-2020/14:00 hrs up to 03-12-2020/13:58 hrs.**

Note: A **Pre bid meeting** will be held on 19-11-2020 at 12:00 hours at the office of the Deputy General Manager (B&CCS-CM), Chennai Telephones, 6th floor RK Nagar Tel Exgh Building, 238 RK Mutt road, Chennai 600 028 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 18:00 hrs of 18-11-2020. 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:

Last Date/ Time of submission of Bid **Online: up to 13:59 Hrs on 03-12-2020**

Last Date/Time of Submission of documents in **hardcopy: up to 14.00 Hrs on 03-12-2020.**

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 15 Hours on 03.12.2020.

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 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 B&CCS-CM, VI Floor, R K Nagar Telephone Exchange Building, No: 238, R K Mutt Road, RK Nagar, Mandaveli, CHENNAI-28, where BSNL's Tender Opening Officers would be conducting Public Online Tender Opening Event (TOE).

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

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

9. GM(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 organization.

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

DIVISIONAL ENGINEER (TENDER)
O/o DGM B&CCS-CM, 6th FLOOR,
R K NAGAR TELEPHONE EXCHANGE BUILDING,
No: 238, R K Mutt Road, Mandaveli, CHENNAI-28.
Tel No: 24620125 Fax No. 24620115

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 bids from interested parties for **Alarm Extension work in mobile sites at Chennai Telephones including rural areas of Chengalpattu, Kancheepuram & Tiruvallur District under Chennai Telephones**. After evaluation of on-line bids 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 **Alarm Extension work in mobile sites** at Chennai telephones including Chengalpattu, Kancheepuram & Thiruvallur districts at 810 GSM(2G) BTS and 925 NodeB(3G) BTS sites. The requirement may be different at different sites and depends as per the Existing installations at site. Contractors need to bid for the Alarm extension work including materials required at site.

3.2 Cancellation /Withdrawal of this E-tender

BSNL CHTD, 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 20 Lakhs during each of the preceding 2 financial years.

However BSNL Reserves the right to relax the criteria of “turnover of not less than **20lakhs** during each of the preceding 2 financial years”, provided the company satisfies all other technical eligibility requirements.

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

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

4.4 The Persons deployed should be physically fit and Technically qualified to handle and perform all the work mentioned in Annexure-D

5. Financial Requirement

5.1. **“All bidders (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”.**

5.1 (a) In case the required Performance Bank Guarantee is not submitted within the stipulated time then the bidder's participation could not be considered for further process of finalization and would be subject to forfeiture of EMD.

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 should 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.81,892 /-(Rupees Eighty one thousand eight hundred and ninetytwo 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 centres 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 Grand Total of Alarm extension work quoted in annexure 'E,' excluding Tax 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 THREE only. BSNL is having full discretion to distribute the sites among the successful bidders in the ratio of 50%:30%:20. 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 below table(Annexure-Q may be referred for allocation details).

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. The distribution of the quantity shall be as given in Table below.

Table 1(A) (Without Provisions for MSE Units)

No. of Bidders	Allotted Qty to the respective bidders(Col 2)		
	L1	L2	L3
One Bidder	100%	Nil	Nil
Two Bidders	60%	40%	Nil
Three Bidders	50%	30%	20%

Table 1(B) (With provisions for MSE units)

No of Bidders to be approved (Col 1)	Allotted Qty to the respective bidders(Col 2)			Qty earmarked for MSE bidder(s) (Col 3)
	L1	L2	L3	
One Bidder	75%	NIL	NIL	25%
Two Bidders	45%	30%	NIL	25%
Three Bidders	37.5%	22.5%	15%	25%

NOTE :

1. If no eligible MSE bidders are available then aforesaid earmarked 25% quantity shall be de- reserved & the allotted quantity for other general bidders will be restored to 100% and distribution shall be as per Table -1(A)above.
2. If L-1,L-2,L-3 etc happens to be MSE bidders then they will be given allotted quantity as per the applicable sub-column of column 2 of above table1(B). In case, there are MSE bidders whose quoted price is within +15% of L-1 price then 25% reserved quantity shall be distributed amongst such MSE bidders.
3. In the event of any of the eligible bidder(s) not agreeing to supply the equipment or not being considered by BSNL for ordering the equipment, inter-se ranking of the bidders below the aforesaid bidder(s) will be recast to fill up the vacated slot(s). This will be done to ensure that the number of bidders on which order for supply of equipment to be placed remains same as specified in the tender.
4. 25% earmarked for MSE bidder includes sub target of
 - i) minimum 3% reservation for Women owned MSE bidder and
 - ii) 5% procurement from the MSE's owned by SC/ST entrepreneurs.

Document in support of sub target need to be submitted for availing the same.

7. Agreement period

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

7.2 As mentioned in clause 3.2 under Instructions to Bidders and Terms and Conditions, upon approval this agreement for Alarm Extension work at mobile sites of Chennai Telephones including rural areas of Chengalpattu Kancheepuram & Tiruvallur District under Chennai Telephones., would be withdrawn/Terminated by BSNL at any stage even after finalization.

8. Right

8.1. BSNL CHTD reserves the right to reject any application/ **E-Tender** for any reason, without assigning any reason 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 deem fit.

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 is 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 work as per Annexure D, lays out the services required.

9.2 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 therewith (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 contractor's 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.

11.1.23. Any misfortune untoward incidents met by personnel deployed by the contractor are to be borne by the contractor only and BSNL is not liable for those incidences.

12. E-Tender submission

E-Tender may be submitted by the Bidders at following address:

DIVISIONAL ENGINEER (TENDER)
O/o DGM B&CCS-CM, VI FLOOR,
6th floor, R K NAGAR TELEPHONE EXCHANGE BUILDING,
No:238, RK Mutt Road, RK Nagar,Mandaveli,CHENNAI-28.
Tel No: 24620125Fax No. 24620115

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 Alarm Extension Work at Mobile sites" along with EMD and
DGM B&CCS-CM

Signature of Bidder

(ii) second Envelope as “Financial Bid for **Alarm Extension Work at Mobile sites**”.

(iii) Both the sealed envelopes should be placed in another sealed envelope super scribed “**E-Tender for Alarm Extension Work at Mobile sites**”

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 Price bid in the format specified in Annexure-E.

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 NO 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-I)

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

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

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.

14.10. EMD – the duly filled **E-Tender** must be accompanied with Demand Draft of **Rs. 81,892 /-(Rupees Eighty one thousand eight hundred and Ninetytwo only)**in favour of **AO(CASH),HQ, BSNL, Chennai Telephones** as bid security as per format at Annexure 'H', valid for 180 days from the date of **E-Tender** 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(BG) should be 30 days beyond the bid validity period.

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

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.

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 (Annexure-G) shall not be considered for evaluation and will be summarily rejected.**

14.15 For the purpose of compliance to be furnished pursuant to clause 14.14 above, the bidder shall sign on each and every page along-with the seal of the company.

A check list in Annexure-R may be referred for other documents.

15. Penalty Details for Non performance

(i)Once work order/ Work assignment issued by BSS incharge it should be commenced within three days.

(ii)Delay in work completion within a week after issue of work order/ Work assignment by BSS incharge , it will be liable for imposing penalty @Rs.50 per day per BTS.

- (iii) During the 180days maintenance period if restoration of fault occurred is not attended within two days, it will be liable for imposing penalty @Rs.50 per day Per BTS.

16. RIGHT TO VARY QUANTUM OF WORK:-

16.1 BSNL shall have the right to increase or decrease quantum of work, up to 50% 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 Safety equipment for personnel: -

Safety equipment for the Personnel deployed by the contractor are to be supplied by the contractor themselves.

18. Payment Terms & Conditions:-

18.1 Payment will be made in **two Parts**

- 1st part 85% Payment towards the bill submitted on successful completion of work including alarm circuit testing.
For that the contractor has to submit BSS wise single consolidated bill for 85% with TAX (1st milestone) after completing the Alarm extension work and circuit Testing.
- 2nd part 15% Payment of bill submitted upon successful completion of 6months maintenance period.
For that contractor has to submit BSS wise single consolidated bill for 15% with TAX (2nd milestone) after completing the external alarm maintenance for 6months.

Any work not performed or left incomplete at sites the equivalent amount for that undone work will be deducted from the 15% payment (2nd part). Necessary deductions for the quantum of incomplete/unsatisfactory work during the maintenance period would be made in the final 15% payment based on the clarifications by concerned BSS incharge.

18.2.

(a) The Contractor shall prepare a consolidated single bill as mentioned above for those sites for which work completed in that month in triplicate and should be submitted to concerned BSS incharge for payment processing. The bill should invariably accompany the following.

- (i) Copy of work order issued by the competent authority
- (ii) Working satisfactory report with list of sites and details of work completion.
- (iii) Breakup detail of 85% and 15% payment amount claim.

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.

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

18.4. Payment will be made through ECS.

18.5 For claiming the payment following documents are to be submitted to the paying authority.

- a) Invoice clearly indicating break up details of composite price i.e. Basic, Goods and Services Tax (GST), any other Duties and Taxes, Freight/Packing Charges, etc.
- b) Proof of payment of GST, if applicable.
- c) Timely uploading of correct and necessary information on GSTN portal is mandatory as prescribed in GST

Note:

- 1) If the supplier fails to furnish necessary supporting documents i.e. GST invoice / Customs invoices etc. and also fails to upload the information on GSTN in respect of the Duties/taxes for which input tax credit is available, the amount pertaining to such Duties/Taxes will be deducted from the payment due to the supplier.
- 2) Tax amount will be paid to the supplier only after supplier declares the details of the invoices in its return in GSTR 1 and GSTR-3 uploaded by the supplier and the same is reflected in GSTR-2A of BSNL on GSTN portal.
- 3) TDS/ TCS shall be deducted at the prescribed rate, if any (as the case may be).
- 4) BSNL can adjust/ forfeit Bank Guarantee obtained from the supplier against any loss of input tax credit to BSNL on account of supplier's default.
- 5) In case BSNL has to pay GST on reverse charge basis, the supplier would not charge GST on its invoices. Further, the supplier undertakes to comply with the provisions of GST law as may be applicable.

18.6 The GST on account of Liquidated damages due to delay in supply of goods/services or performance would be borne by the supplier/contractor. The same will be deducted while making payment.

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, 12386 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 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 Electronic Tendering System® (ETS) of <https://www.tenderwizard.com/BSNL>
 3. Create Users and assign roles on ETS
 4. View Notice Inviting Tender (NIT) on ETS
 5. Download Official Copy of Tender Documents from ETS
 6. Clarification to Tender Documents on ETS
 - Query to BSNL (Optional)
 - 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 Electronic Tender portal (<https://www.tenderwizard.com/BSNL>) vendors need to register on the portal. Registration of each organization is to be done by one of its senior persons who will be the main person coordinating for the e-tendering activities. In ETS terminology, this person will be referred to as the Super User (SU) of that organization. For further details, please visit the website/portal, and click on the 'Supplier Organization' link under 'Registration' (on the Home Page), and follow further instructions as given on the site.

Pay Annual Registration Fee as applicable.

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

ITS's Helpdesk

Telephone/ Mobile - 9894191904/ 23841947400 [between 9:30 hrs to 18:00 hrs on working days]

E-mail ID - bsnltwhelpdesk@gmail.com, twhelpdesk679@gmail.com, twhelpdesk438@gmail.com

BSNL Contact

BSNL's Contact Person-1, DE(TENDER), Phone Number - 044-24740120

FAX Number 044-24620115 Email id:-derfnomcr@gmail.com

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

BSNL's Contact Person-2, SDE GSM(Tender/MM),

Email id:-sdebsstenderkkn@gmail.com

Telephone no. 044-24740122 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 (TENDER)
O/o DGM B&CCS-CM, VI FLOOR,
6th floor K K NAGAR TELEPHONE EXCHANGE BUILDING,
No:238, J N ROAD,RK Nagar CHENNAI-28
Tel No: 24740122, Fax No. 24620115

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) 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) 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) 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(www.tenderwizard.com/BSNL). 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 7 OS)
- 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.

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 annexure 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(CM) 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 (CM), Bharat Sanchar Nigam Limited (BSNL) (A Government of India Enterprise) Chennai Telephones having Circle Office at 238, R.K.Mutt Rd, mandaveli, Chennai – 600028., and whereby BSNL CHTD has agreed to appoint CONTRACTORS for providing BSNL CHTD services on the terms and conditions exclusively mentioned therein for the ALARM EXTENSION WORK AT MOBILE SITES OF CHENNAI TELEPHONES.

It has been agreed between the parties that a Bank Guarantee for Rs. _____

(Rupees _____ thousand only) shall be given by the CONTRACTOR in favour of the BSNL 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____ 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 BSNLCHTD, the Bank shall automatically renew the period of the

Guarantee for such period which expires 6 (six) months after the renewed period of the said agreement failing which it shall pay to the BSNL CHTD the said sum of Rs. ____ /- (Rupees ____ 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./- (in words Rupees. ____ 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 in law), Daughter(s) and daughter's husband (son in law), brother(s) and brother's wife, sister(s) and sister's husband (brother in law).

Dated this _____ Day of _____ 2020

Signature: _____

Annexure – D

SCOPE of WORK- Service to be provided by the contractor

Scope of work tender for Alarm Extension to Infrastructure Items in Mobile towers to BTS/ Node B/eNodeBs.

This comprehensive maintenance involves

- i) Extension of Alarm from Infrastructure equipments in Mobile sites to BTS/ Node B/e-Node B's.,**
- ii) Supply of required materials for Alarm extension work.**
- iii) Maintaining the alarm circuits for 6 months after handover.**

BSNL CHTD Intends to contract for Alarm Extension work in 810 GSM(2G) sites and 925 Node-B(3G) sites working under Chennai Telephones area including the sites in rural areas of Chengalpattu, Kancheepuram & Thiruvallur District. The quantity of Sites may vary based on the requirement at the time of Finalization of Contract and also during the contract period.

1. The successful bidder/contractor has to extend the 8 External alarms or any other additional alarms required, from the respective alarm generation devices to the available Mobile access equipment i.e BTS/ Node B/e-NodeB's.,

External alarm list
1. EB main down
2. PowerPlant Rectifier unit fail
3. Site Battery LOW/Discharge
4. Site on DG / DG_ON_Load
5. Intruder/ Door open
6. Fire/smoke
7. High Temp
8. DG Low Fuel

2. Materials required if any has to be arranged by successful bidder and extend the alarm circuit from alarm generation devices to BTS/ NodeB /e-NodeB termination point.
3. Once the circuit is put through, the extended alarms need to be tested with OMCR of respective network by providing close and open circuit from alarm generation/termination points.
4. Successful bidder should ensure that these extended alarms should be functioning intact without any problem for next 180 days from the day of Restoration.
5. Successful bidder needs to make arrangement for flawless cable termination to common termination point of external alarms, from external equipments to mobile Network elements of vendor(BTS/ NodeB /e-NodeB).

6. As there are five BTS vendors namely (Motorola, Nortel, Huawei, ZTE, NSN), all these vendor Network Mobile access equipment's are having different terminations- cable pairs/connector types that need to be taken into account while extending alarms to BTS/ Node B/ e-NodeBs .
7. Mobile access equipment can't be tampered by the bidder at any cost and should be opened in the presence of BSS incharge .
8. Any additional hardware required to put through these alarms is the scope of bidder, and approval for the same needs to be obtained from the BSS incharge.
9. On satisfactory completion of alarm extension work, contractor has to maintain the alarm circuit for next 180days and ensure working of alarms functions.
10. In case of any fault occurs in these 180 days, the contractor has to restore it free of cost.
11. Details of Cablepair with colour code for these alarms in a sticker(A4 size) is to be pasted at the BTS location with a copy to BSS incharge for recording.
12. The length of alarm cable requirement will vary from site to site based on the present installations at site. The supply of connectors, cables, should be suitable for outdoor environment and meets IP65 compliance. Leading in cable pairs from DG, Engine alternator must be of proper quality and meets IP65 compliance.
13. Proper protection of leading in cable from origination point to termination point, and entry into shelter should be well protected with IP 65 Hoses.
14. Termination point should be placed such that it is not exposed to vulnerable place of dust, heat, rain, public tampering etc., and must be well protected with lock & key type box if installed in outdoor environment.
15. Some Mobile access equipment termination points have Normal Close for no alarm status and Normal Open for alarm generation; others will have Normal Open for no alarm status and Normal Close for alarm generation. The bidder should convert these alarm terminations in few cases according to these site conditions.
16. If any additional power is required for any unit/hardware for alarm extension, it should be -48 V only, and it is to be arranged by the bidder only.
17. After the alarms are put through, work completion report has to be signed by both side(contractor and BSNL site in-charge) with details of alarm extended, tested ok for that site.
18. While handover, The generation of alarms need to be captured either in OMCR with time stamp of all alarms or in BSC through remote OMCR log in by respective BSS units., as record of work completion.

ANNEXURE 'E'

FINANCIAL BID (Duly filled in e-format)

SI No.	WORK Description	Rate Per BTS w/o GST (Rs.)	No of BTS	Total value w/o GST in INR
		A	B	C=AxB
1.	Alarm Extension work in Mobile site of Chennai Telephones.		1735	

Grand total T(Rs.) _____ (in words.....only).

Evaluation will be done based on **Grand Total (T) of Alarm extension work including Material/ items cost excluding Tax Cenvatable credit**

***Note:**

1. **Rates quoted will remain fixed throught the period of the tender, including the extension period.**
2. **Rates should be in Paise/Rupee only and not as a percentage.**

ANNEXURE F

THIS AGREEMENT IS EXECUTED ON the of 2020

By and in Between _____ BSNL, Chennai Telephone District having office at 238, R.K.Mutt Road, Mandaveli, Chennai 600028.,and represented by General Manager -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 included the legally constituted signatories, assigns, successors and officers duly empowered to execute such agreement) of the second part through its _____ empowered to execute this agreement.

Whereas the Party of First Part i.e. General Manager (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 distribution on-core activities of general nature to the party of second part.

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

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

Whereas the Parties agrees to that the title / heading / label / title / name / brand / trade-mark / trade-name / design / logo / drawing / blueprint / sign / signal / indication / style / mode in the name and style of "BSNL" shall be exclusive property of party of party of first part, eventually and the cost of such transfer shall be bear by the party of second part. And

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

Whereas the party of second part has offered to enter into the present agreement with the party of first part for services to be rendered, inter alia, for _____ and other services which are as given in

DGM B&CCS-CM

Signature of Bidder

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 MADEHEREINAFTER PARTIES AGREES AS FOLLOWS:

1. Article 1: SHORT TITLE EXTENT AND COMMENCEMENT

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

2. Article 2: DEFINITIONS

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

2.1 Agreement

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

2.2 Parties;

The Party of first Part and the Party of Second Part

2.2.1 Party of First Part means

And include the party of first part and the body corporate, its directors, shareholders, 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 equipment and infrastructure are owned by the part of the first part and provided by party of the first part to the party of the second part. The party of second part shall not claim any right over the equipment's and infrastructure of the party of the first part.

3.3 Scope of rights of Party of Second Part;

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

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

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

3.4.2 The Party of Second Part hereby agrees that during the tenure of this agreement it shall not misuse or allow any other person to misuse the premises of BSNL 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 Equipment as per the requirement and need of efficient and effective execution of assigned work. And

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

4.3 ‘Maintenance of specified account/records’

4.3.1 The Party of Second Part shall maintain all specified records in the manner as per the GAAP or other relevant statutory provision, rules and regulations emanating there from. The Party of Second Part understands that the requirement to maintain all the said records in the particular specified formats is necessary for uniformed 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 labour and employment law rules and regulation and prepare an ‘employment manual’ to this effect within a reasonable time period taking care of all the laws, effective on that date and present a original copy for submission to the relevant authorities.

4.5 Scope of selection procedure, interview and training;

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

4.6 Reports and feed back

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

4.7 Confidentiality and protection of premises property of The 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 about the resource deployed to accomplish the assigned work.

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

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

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

4.11 (a) The Party of second part shall also be bound to discharge obligations as provided under various statutory enactment including the Employees Provident Fund & Miscellaneous Act, 1952, Employees' Pension Scheme, 12385, 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, 12389 and other relevant Acts, Rules and Regulations in force and as amended from time to time and are in force in the State where the subject work under this Contract are executed.

(b) The Party of second part shall also be bound to ensure the regular payment to their resource deployed and disputes arises in no way be related/escalated to the party of the first part.

(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 second part shall be liable for making 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 afoot 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 there of from any amounts due to the Contractor.

4.13 Communication of the problems;

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

4.14 Maintenance of records

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

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

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

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

4.15Execution of non-core activities;

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

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

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

4.16Securities;

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

4.17Code of conduct

Party of Second Part undertakes to ensure that the all staff and employee adhere to the standard code of conduct followed by the industry and to ensure this the party of second part appoints suitable and responsible person to supervise the proper implementation of such code, 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 contributes towards improvements of work culture and agrees to accept the terms and conditions as decided by the parties

4.20The 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.

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

4.22The rates approved are inclusive of all taxes the payment will be subject to availability of funds after sanction of bill by the competent authority through Cheques and deduction of Income Tax & all statutory/Govt. Taxes. The party of second part shall submit the copy of GST paid challan and EPF/ESI paid challan for the previous month along with the bill. While preparing the bill the party of second part shall bifurcate the amount

of GST 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 in accordance to the terms and conditions of Tender.

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

5.3 Taxes duties

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

GST at the prevailing rates will be paid.

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

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

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

7. Article 7: DISBURSEMENT TO PARTY OF FIRST PART

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

8. Article 8: LIMITATION OF AGREEMENT

8.1 Trademarks, trade names and trade secrets

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

8.1.2 The Party of second Part shall not claim any ownership right on premises as it shall be property of party of 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 then the subject matter of the agreement.

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

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

8.2 No 'Agency'

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

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

9. Article 9: INSURANCE

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

10. Article 10: TENURE AND RENEWAL OF THE AGREEMENT

10.1 Tenure:

The tenure of this MOU shall expire _____ under circumstances until unless specifically agreed and in written form accepted by parties, though this MOU ceased to exists.

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

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

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

DGM B&CCS-CM

Signature of Bidder

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 '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.

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

10.4.1 Upon the expiry of the contracted period

10.4.2 Upon occurrences of instances mentioned in clause above

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

11. Article 11: EFFECT OF NON- RENEWAL

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

12. Article 12: INDEMINIFICATION

12.1Losesand 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 on 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 preceede 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 preceede against the Party of first Part in respect of such claim or claims.

13. Article 13: DIRECT SUPERVISION

Both Parties agrees that in the event of

Non-compliance of any clause due from the Parties

Or

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

(a) Direct to take appropriate measures with respect to all its activities.

(b) Call arbitrator to Assume direct supervision over the operations.

(c) The Parties reserve the right to withdraw or report to the arbitrator at its discretion during the currency of the agreement if the condition so demand.

(d) The Parties shall further agrees that such arrangement shall continue till the Parties are fully satisfied that the things are in order in respect of the breaches and defaults mentioned above after which the Parties shall handover the operation to the arbitrator.

14. Article 14: DEFAULTS

14.1The occurrence of the following events / acts shall constitutes good and sufficient cause for the Party of First Part at its options and without prejudice to any other rights or remedies provided for hereunder or by law or equity to re-dressal of the issues, this agreementt 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 first part also reserves the right to monitor the provisions of services at the work site at any time through visit to the site

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 agrees to, in such event of termination, they shall pay amount as decided by arbitrator as liquidated damages to the injured party.

16. Article 16: MISCELLANEOUS /GENERAL CONDITION

16.1 Interpretation

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

16.2 Entire agreement

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

16.3Non-waiver

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

16.4Governing laws

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

16.5Applicable laws

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

16.6 Severability

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

16.7 Registration

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

16.8 Notices

Any notice to be given hereunder shall be in writing and shall be deemed to have been duly served after two days of the date of dispatch if send by the registered post at the recorded address of the parties. Notices shall be served by both parties at the addresses/fax/email mention hereunder

Of party of first part

- 1.
- 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 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.

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

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Signature of Bidder

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 (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, 12386, any amendment thereof, and any notification issued or rules made there under from time to time.

The venue of the Arbitration proceeding shall be Circle/ SSA HQ(as the case may be).

18. Article 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.

Signed _____

For and on behalf of the BSNL

Name (caps) _____

Position _____

Date _____

In the presence of Witnesses

1.

2.

Signed _____

For and on behalf of the Service Provider

Name (caps) _____

Position _____

Date _____

In the presence of Witnesses

1.

2.

(End Agreement)

ANNEXURE-G

PROFORMA FOR CLAUSE BY CLAUSE COMPLIANCE

SECTION NO	CLAUSE NO	COMPLIANCE

I/we hereby declare that i/we accept all the clauses under the sections as mentioned above.

Signature of Bidder with seal

ANNEXURE-H

BID SECURITY BOND

Whereas (hereafter called "the Bidder") has submitted its bid datedFor Notice
Inviting Tender No.....

.....**KNOW ALL MEN** by these Presents that We of having our
registered office at (hereafter called "the Bank") are bound untoBSNL, 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(210days in total) and any demand in respect thereof should reach the
Bank not later than the specified date/ dates.

Signature of the Bank

Name

Signed in Capacity of
Full Address of Branch

Signature of Witness

Name of Witness
Address of Witness

Tel. No. of Branch
Fax No. of Branch

ANNEXURE - I**VENDOR MASTER FORM**

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

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

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

Name* :

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 - J

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

.....
.....

Email ID.....

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.):.....

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Signature of Bidder

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- K

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-L

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. ii) Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order. iii) Termination/ Short Closure of PO/WO, if issued. This implies non-acceptance of further supplies / work & services except to make the already received material work/ complete work in hand.
	a) Bank Instruments with the bid to meet terms & condition of tender in respect of tender fee and/ or EMD;	
	b) Certificate for claiming exemption in respect of tender fee and/ or EMD;	
	and detection of default at any stage from receipt of bids till award of APO/ issue of PO/WO.	
	Note 1:- However, in this case the performance guarantee if alright will not be forfeited.	
	Note 2:- Payment for already received supplies/ completed work shall be made as per terms & conditions of PO/ WO.	
1(b)	Submitting fake / forged documents towards meeting eligibility criteria such as experience capability, supply proof, registration with Sales Tax, Income Tax departments etc and as supporting documents towards other terms & conditions with the bid to meet terms & condition of tender :	
	(i) If detection of default is prior to award of APO	i) Rejection of Bid & ii) Forfeiture of EMD. iii) Banning of business for three years which implies Barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for upto three years from date of issue of banning order.
	(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. iv) Banning of business for three years which implies Barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for upto three years from date of issue of banning order.

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

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.
5.2	Major quality problems (as established by a joint team / committee of User unit(s) and QA Circle) / performance problems and non-rectification of defects (based on reports of field units and QA circle).	i) If the material is not at all acceptable, then return the non-acceptable material (or its part) & recover its cost, if paid, from the o/s bills/ PG/ SD; OR ii) If the material is inducted in network & it is not possible to return it and/ or material is acceptable with degraded performance, the purchaser may determine the price for degraded equipment (Financial penalty = Price – price determined for degraded equipment) himself and/ or through a committee. Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD; and iii) Withdrawal of TSEC/ IA issued by QA Circle.

S. No.	Defaults of the bidder / vendor.	Action to be taken
A	B	C
6	Submission of claims to BSNL against a contract	i) Recovery of over payment from the outstanding dues of Vendor including EMD/ PG & SD etc. and by invoking 'Set off' clause 21 of Section 5 Part A or by any other legal tenable manner. ii) Banning of Business for 3 years from date of issue of banning order or till the date of recovery of over payment in full, whichever is later.
	(a) for amount already paid by BSNL .	
	(b) for Quantity in excess of that supplied by Vendor to BSNL.	
	c) for unit rate and/ or amount higher than that approved by BSNL for that purchase.	
	Note 5:- The claims may be submitted with or without collusion of BSNL Executive/ employees.	
	Note 6:- This penalty will be imposed irrespective of the fact that payment is disbursed by BSNL or not.	
7	Network Security/ Safety/ Privacy:- a) If the vendor tampers with the hardware, software/ firmware or in any other way that	i) Termination of PO/ WO. ii) Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order. iii) Recovery of any loss incurred on this account from the Vendor from its PG/ SD/ O/s bills etc. iv) Legal action will be initiated by BSNL against the Vendor if required.
	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.	
	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).

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

Sl No.	Defaults of the bidder / vendor.	Action to be taken
A	B	C
11	The following cases may also be considered for Banning of business:	i) Banning of business for 3 years which implies Barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order.
12	(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.	i) Banning of business for 3 years which implies Barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order.
	(b) If the vendor/ supplier fails to execute a contract or fails to execute it satisfactorily beyond the provisions of Para 4.1 & 4.2.	
	(c) If the vendor/ supplier fails to submit required documents/ information, where required.	
	(d) Any other ground which in the opinion of BSNL is just and proper to order for banning of business dealing with a vendor/ supplier.	
	(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.		

ANNEXURE- M

BID FORM

From

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

To

The Dy.General Manager (B&CCS-CM)
BSNL Chennai Telephones, CM Wing
6th flr, No 238 RK Mutt Road, RK Nagar,
Mandaveli, Chennai-600028.

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 5% 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.

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

Dated thisDay of2020.

Signature of

In capacity of

Duly authorized to sign the bid for and on behalf of

Witness

Address

Signature

DGM B&CCS-CM

Signature of Bidder

ANNEXURE- N

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: Signature of the authorized signatory of the supplier with stamp.

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 B&CCS-CM

Signature of Bidder

ANNEXURE- O

UNDERTAKING

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

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

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

Place:

Signature: -----

Name: -----

Designation: -----

WITNESS :1.

2.

ANNEXURE- P

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- Q

ALLOCATION TABLE

Allocation Detail						Allocation Without MSME category				Allocation With MSME category									
SL No	Division	BSS unit	2G site	3G site	Division wise total	3 bidder			2 bidder		1 Gnl & MSME		2Gnl & MSME			3Gnl & MSME			
						L1 (50%)	L2 (30%)	L3 (20%)	L1 (60%)	L2 (40%)	L1 (75)%	MSME (25)%	L1 (45%)	L2 (30%)	MSME (25%)	L1 (37.5%)	L2 (22.5%)	L3 (15%)	MSME (25%)
1	FBR	FBR1	100	107	437		207		207		207			207				207	
2	FBR	FBR2	75	81			156		156		156			156				156	
3	FBR	FBR3	37	37			74		74		74			74				74	
4	ANR	ANR1	83	84	629	167			167		167			167			167		
5	ANR	ANR2	54	76		130			130		130		130				130		
6	ANR	ANR3	41	46		87			87		87		87					87	
7	ANR	ANR4	78	88		166			166		166			166				166	
8	ANR	ANR5	33	46			79		79		79		79				79		
9	RKN	RKN1	57	56	625	113				113	113		113			113			
10	RKN	RKN2	15	28				43		43	43		43			43			
11	RKN	RKN3	16	28		44			44		44		44			44			
12	RKN	RKN4	71	74				145		145	145		145			145			
13	RKN	RKN5	72	80		152				152	152			152		152			
14	RKN	RKN6	41	52				93		93	93		93			93			
15	RKN	RKN7	15	20				35		35	35		35			35			
16	CPT	CPT1	4	3	29			7	7		7			7			7		
17	CPT	CPT2	2	3				5	5		5			5			5		
18	CPT	CPT3	8	9				17	17		17			17			17		
19	TVR	TVR1	3	2	13		5		5		5		5			5			
20	TVR	TVR2	2	2		4			4		4		4			4			
21	TVR	TVR3	2	2		4			4		4			4		4			
		Total	809	924	1733	867	521	345	1034	699	1296	437	778	518	437	655	388	253	437
		% Quantity of allotment				866.5	519.9	346.6	1039.8	693.2	1299.8	433.3	779.85	519.9	433.25	649.88	389.93	260	433.3

Note- The above Allocation is Tentative only and will be decided while finalisation and award of contract.

ANNEXURE- Q

CHECK LIST

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

SL. No.	ITEMS	Whether available Yes/No	Remarks
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/ Govt dept, having done similar works during last two years in the form of certificate		
10	Bid form Annexure-M		
11	No close relative certificate Annexure-C		
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-K		
15	Profile of bidder& questionnaire Annexure-K		
16	Vendor master form Annexure-I		
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	Financial bid		
23	Clause by Clause compliance Annexure- G		
24	Any other required documents		

Signature of Bidder with Date:

END OF THE E-TENDER DOCUMENT