



भारत संचार निगम लिमिटेड

(भारत सरकार का उपक्रम)

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

E- TENDER DOCUMENT FOR EOI for Infrastructure maintenance at selected

Locations in Chennai Telephones

TENDER No: AGM (Tender)/EOI/Infrastructure Mtce/21-22/1 dt: 07-07-2021

Cost of the Tender Form : Rs. 2360/-(Rs.2000 + GST 18%)
Value of the Tender : Rs. 1,05,15,971/-

Tender forms available at <http://www.tenderwizard.com/BSNL>.
In following

“Link for E-tenders by Chennai Telephones”.

Due Date /Time of Opening: 11.30 Hrs of 28-07-2021

Bharat Sanchar Nigam Limited
Chennai Telephones
Assistant General Manager (Tender)
O/o GM (CFA),
No.2,Kushkumar Road, Nungambakkam
Chennai - 600 034.

Tel No: 044-28216414

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

No: AGM (Tender)/EOI/Infrastructure Mtce /21-22/1 dt. 07-07-2021

BHARAT SANCHAR NIGAM LIMITED
(A Government of India Enterprise)
O/o The GM (CFA), TENDER SECTION,
No: 2, KUSHKUMAR ROAD, NUNGAMBAKKAM, CHENNAI-34.

From:
AGM (Tender)
BSNL, Chennai Telephones
2, Kushkumar Road, Chennai – 600034
Ph: 28216414

To: Prospective Bidders

No. AGM (Tender)/EOI/Infrastructure Mtce/21-22/1

dt: 07-07-2021

Sub: - E- TENDER DOCUMENT FOR EOI for Infrastructure maintenance at selected
Locations in Chennai Telephones -Reg.

Tender No.: AGM (Tender)/EOI/Infrastructure Mtce/21-22/1 dt: **07-07-2021**

Please find the enclosed tender document in respect of above mentioned tender which contains the following:

Section No.	Item	Page No(s)
1. Part A	Detailed NIT (DNIT)	3-7
1.Part B	e-Publish NIT (NIT)	8
2.	Tender Information	9
3.	Scope of work	10-11
4 part A	General instructions to bidders(GIB)	12-23
4 part B	Special instructions to Bidders (SIB)	24-26
4 part C	E-tendering instructions to bidders (if applicable)	27-31
5 part A	General (commercial) conditions of contract (GCC)	32-37
5 part B	Special commercial conditions	38-40
6 (A)	Undertaking & Declaration	41
6 (B)	Near-Relationship Certificate	42
6(C)	Non-Blacklist Certificate	43
7 (A)	Proforma for Bid security Declaration certificate	44
7 (B)	Proforma for Performance security Bond	45-46
7 (C)	Letter of authorization to attend bid opening	47
7 (D)	Proforma for clause by clause compliance	48
8	Bidders Profile and Questionnaire	49-50
9 Part A	Bid Form	51
Annexure-G	Details of services to be provided for each site	52-53
9 Part B	Price Schedule	54
10	Vendor Master Form	55-56
Annexure-I	Agreement	57-73
Appendix	Appendix-1 to Sec. 4 Part A of Chapter 4 (Standard Tender Enquiry Document)	74-79

- If interested, kindly submit your offers by means of online bids only at the portal detailed in '**Special Instructions to Bidders for E-Tendering**' up to 11.00 hours of 28-07-2021 and bids will be opened at 11.30 hours of 28-07-2021.

AGM (Tender)
BSNL, Chennai Telephones
Ph: 044- 28216414

No: AGM (Tender)/EOI/Infrastructure Mtce /21-22/1 dt. 07-07-2021

Mail Id: agmtenderchtd@gmail.com



**Bharat Sanchar Nigam Limited
(A Govt. of India Enterprise)
O/o THE GENERAL MANAGER (CFA)
2, KUSHKUMAR ROAD, NUNGAMBAKKAM, Chennai – 600 034**

**SECTION –I (PART-A)
DETAILED NOTICE INVITING EXPRESSION OF INTEREST**

No: AGM (Tender)/EOI/Infrastructure Mtce./21-22/1 dated 07-07-2021

Digitally sealed tenders are invited through E-tendering process for the Expression of Interest (EOI) on behalf of BSNL Chennai Telephones from interested parties for maintenance and upkeep of telecom infrastructure at selected Sites in Chennai Telephones .

The Prescribed EOI document may be downloaded from www.chennai.bsnl.co.in following "Link for E-tenders by Chennai Telephones'-Portal website of M/s ITI, i.e <http://www.tenderwizard.com/BSNL>. Cost of EOI document shall be drawn in the form of DD from any of the Nationalised Bank in favour of AO (Claims),COBA, BSNL, Chennai Telephones payable at Chennai.

Value of the Tender : Rs. 1,05,15,971/-

Last date of Receipt of EOI : 11.00 Hrs of 28-07-2021

Date of opening of EOI : 11.30 Hrs of 28-07-2021

1. The tender document for participating in E-tender shall be available for downloading from:- **18.00 hrs of 07-07-2021 up to 11.00 hrs of 28-07-2021** and to be submitted along with the cost of tender document .

EOI document submitted without the cost of EOI document will summarily be rejected.

1.1 The General Manager (CFA) , Chennai Telephones reserves the right to reject any or all of the EOI without assigning any reason whatsoever.

2. Bidders must register on the e-tender portal, if not already registered earlier and follow all instructions for participating in bidding for the tender.

- The bidders cannot participate in the tender without downloading official copy of the tender document.
- The Tender document shall not be available for download on its submission/closing date

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

2.2 The MSE bidders registered with the designated MSME bodies like National Small Scale Industries Corporation etc. are exempted from payment of tender fee. However, they shall furnish a proof regarding registration with bodies under the Ministry of Micro, Small & Medium Enterprises for the construction/Operations/Maintenance services in Telecom Industry / maintenance and installation of OF cables, valid on the date of opening of the tender. The scope of area of the above MSE registered bidders must be for construction/ maintenance of underground telecom cables/ maintenance and installation of OF cables /telecom outdoor network/BTS maintenance GSM/mobile BTS sites, Battery Sets, Power Plants, DG Sets, Installation of Telecom Services etc. MSE bidders claiming exemptions from Tender fee as per MSME guidelines must also register their UAM on CPPP and submit proof in this regard along with their bid.

2.3 Micro and small Enterprise (MSE) bidders should submit their valid Udyam Registration Certificate indicating URN (Udyam Registration Number) issued from MSME, in order to avail the benefits available to MSEs as contained in Public Procurement Policy for MSEs. URN certificate should broadly cover the Equipment/services offered in Tender.

2.4 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 E-Tender Document:

The Tender Document will be available for downloading from 18.00 hours of **07-07-2021** to 11.00 hours of **28-07-2021** .

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

3.2 The Tender document shall not be available for download from e-tender portal on its submission / closing date

4. Eligibility Criteria:

- a) The bidder should have a turnover of not less than 2 crores during each of the preceding two financial years.
- b) Valid PAN Number.
- c) Valid Goods and services Tax registration certificate number or mention as unregistered vendor.
- d) A self-declaration that bidder is not block listed by GST Authorities.
- e) In case of multiple GST Numbers, all the Number can be provided as Annexure.
- f) The persons deployed should be physically fit to handle all the services mentioned in Section 3 (Scope of Works).

5. BID SECURITY DECLARATION

5.1 The bidder shall furnish the BID Security declaration as per section 7 A

- a) Deleted
- b) Deleted

c) The MSE bidders registered with the designated MSME bodies like National Small Scale Industries Corporation etc are exempted from payment of bid security. However, they shall furnish a proof regarding registration with bodies under the Ministry of Micro, Small & Medium Enterprises for the construction/Operations/Maintenance services in Telecom Industry / maintenance and installation of OF cables, valid on the date of opening of the tender. The scope of area of the above MSE registered bidders must be for construction/ maintenance of underground telecom cables/ maintenance and installation of OF cables /telecom outdoor network/BTS maintenance GSM/mobile BTS sites, Battery Sets, Power Plants, DG Sets, Installation of Telecom Services etc.

6. Date & Time of Submission of Tender bid:

Last Date/ Time of submission of Bid Online: up to 11.00 Hrs on 28-07-2021.

Last Date/Time of submission of Documents in hard copy : upto 11.00 Hrs on 28-07-2021

The bidders should

i) Upload the entire Tender document either digitally signed on all pages or manually signed on all pages with company seal affixed as **Main Bid** in the **Technical Bid**.

ii) Upload only the Electronic Form- financial along with Price Schedule (Section 9 Part-B) duly signed with all relevant bid annexure as **Main Bid** in the **Financial Bid**.

7. On line opening of Tender Bids: At 11:30 hours on 28-07-2021

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.

8. Place of opening of Tender bids:

8.1 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 their offices.

8.2. How-ever, if required, authorized representatives of bidders (i.e. Supplier organization) can attend the TOE at the O/o Assistant General Manager (Tender), IV Floor, No: 2, Kushkumar Road, Nungambakkam, Chennai-600034, where BSNL's Tender Opening Officers would be conducting Online Tender Opening Event (TOE).

No: AGM (Tender)/EOI/Infrastructure Mtce /21-22/1 dt. 07-07-2021

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

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

11. The General Manager (CFA), CHTD reserves the right to accept or reject any or all tender bids without assigning any reason. The officer is not bound to accept the lowest tender.

12.1. The bidder shall furnish a declaration, as per Section 6 (A), in his tender bid that no addition / deletion / corrections have been made in the terms & conditions of the downloaded tender document for which their bid is being submitted and these are identical to the tender document appearing on the website.

12.2. 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.

12.3. For further instructions regarding submission of bids online the bidder shall visit the homepage of E-Portal website of M/s ITI, i.e. <http://www.tenderwizard.com/BSNL>.

Note: 1. 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. Utmost care to be taken to scan documents that are to be uploaded and it shall be the sole responsibility of bidder that the uploaded documents remain legible.

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

All computer generated documents should be duly attested/signed by the issuing organization with seal.

13.0. The queries in respect of this bid document, if any, can be submitted through Email latest up to **3 days from issue of NIT** .

AGM (TENDER),
2, KushKumar Road,
Nungambakkam,
Chennai-34.

BSNL Contact-1	
BSNL's Contact Person	AGM (Tender)
Telephone& Mobile	9444960580
E-mail ID	agmtenderchtd@gmail.com
BSNL Contact-2	
BSNL's Contact Person	SDE(Tender)
Telephone & Mobile	9445010711
E-mail ID	sdetenderchtd@gmail.com

SECTION-I (PART-B)

e-PUBLISH N.I.T. FOR INFRASTRUCTURE MAINTANENCE FOR SELECTED LOCATIONS IN CHENNAI TELEPHONES

Bharat Sanchar Nigam Limited
O/o GM (CFA),
No:2, Kushkumar Road, Nungambakkam, Chennai-34.

Notice Inviting Tender

No: AGM (Tender)/EOI/Infrastructure Mtce /21-22/1 dt. 07-07-2021

Digitally Sealed tenders are invited by CGM, BSNL, Chennai Telephone District, Chennai from the prospective bidders for the following .

Sl No.	Name of Item	Estimated Cost Rs.	Last date & Time of receipt of Bids	Date & Time of tender opening
1	Expression of Interest (EOI) for maintenance and upkeep of telecom infrastructure at selected Sites in Chennai Telephones	Rs. 1,05,15,971/-	11.00 Hrs of 28-07-2021	11.30 Hrs of 28-07-2021

This tender is being conducted through e-procurement Portal <https://www.tenderwizard.com/BSNL>
For further information, kindly visit Chennai website www.chennai.bsnl.co.in following "Link for E-tenders by Chennai Telephones"

AGM (Tender)
BSNL, Chennai Telephones
Tel. No. 044-2821 6414/044-2821 6415
agmtenderchtd@gmail.com

SECTION-2

Tender Information

- 1) Type of tender: - Single Stage bidding- Two envelope opening

Note: The eligibility cum Techno-commercial Bid will be opened in the presence of the representatives of the bidders at 11.30 hours on **28-07-2021**.

E-Reverse Auction if required will be conducted through E-tendering only .

Financial bids of technically and commercially compliant bidders shall be opened at a later date.

- 2) **Bid Validity Period:** **180 days from the date of opening of tender.**

- 3) In case of Tender invited under two envelopes system, the first envelope will be named as **techno commercial** and will contain documents of bidders satisfying the eligibility/Technical & commercial conditions. The 2nd envelope will be named as **financial envelope** containing financial bid/quote. These envelopes shall contain one set of the following documents.

(a) Techno-commercial envelope shall contain:

- i) Bid Security Declaration as per section -7 Part A
- ii) Scanned copy of payment of Cost of the tender documents i.e. tender fee.
- iii) Certificate(s) showing fulfilment of the eligibility criteria(s) stated in Clause 4 of the DNIT.
- iv) Power of Attorney & authorization for executing the power of Attorney in accordance with clause 13.3 of Section 4 Part A.
- v) Clause by clause compliance as per proforma in Section 7 (D)
- vi) Bidder's Profile & Questionnaire duly filled & signed as in Section 8. .
- vii) Non-Relation Certificate duly filled & signed as in Section 6(B) .
- viii) Undertaking & declaration as per section 6 (A) duly filled & signed.
- ix) Documents stated in clause 10 of Section-4 Part A.
- x) Tender documents duly digitally /manually signed at the end of each page for having read it & accepted it.
- xi) Tender/ Bid form- Section 9 Part A.

Financial Envelope shall contain

- i) Electronic Form- financial along with Price Schedule (Section 9 Part-B) with all relevant bid Annexure duly filled and signed.

The following documents are required to be submitted offline: (i.e. offline submissions) to AGM(Tender),BSNL, Chennai Telephones on or before the date & time of submission of bids in a sealed envelope. The envelope shall bear the tender number, name of work and the phrase: "Do Not Open Before (due date & time of opening of tender).

- i) Bid security Declaration
- ii) DD/ Banker's Cheque of Tender fee (in original) .
- iii) Power of Attorney in accordance with Clause 13.3 of section 4 Part A and authorization for executing the power of Attorney.
- iv) Letter of Authorization for attending the TOE.

Section-3
(Scope Of Work)

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

1. General security of the Staff of BSNL and Property of BSNL in BSNL Office premises
2. Restricted entry inside the BSNL Office premises to the authorized persons only. No Hawker without any identity Card signed by representative or officer in-charge may be allowed in the BSNL Office premises.
3. Protection of property movable and immovable in BSNL Office premises or any other place where duty has been assigned.
4. Restricting the movement of any animals in the BSNL Office premises.
5. Prevention of unauthorized occupational encroachments into BSNL's property and removal of any such encroachments.
6. Patrolling of the BSNL Office premises on round the clock basis.
7. Assistance and protection in cases of Strikes/Riots, labour unrest, law and order problems, Unlawful assembly of outsider.
8. Providing Special security arrangements during Cultural programmes, Sports activities or any other welfare activities in the BSNL Office premises.
9. Locking and Unlocking Offices and other premises in the Exchange as per directions of Office-in-charge of BSNL Where ever applicable & practicable.
10. Re-fuelling of diesel in DG sets and maintaining log book of diesel refuelling. (The contract for supply of diesel on site shall be separate and is not part of this contract)
11. Starting/stopping of the DG set in case of power failure and auto start up failure and making entries in the log book.
12. Switching on and switching off of ACs.
13. Cleaning of power plant, DG battery, firefighting equipment, other equipment at BSNL Office premises.
14. Answering of telephone, noting of complaints and passing information immediately to specified competent authority.

15. Ensuring that the property of BSNL is not tampered with Custodianship of site with control of Keys will be provided to the contractor during the time of infrastructure maintenance. Movement of any material from and to the BSNL Office premises is to be allowed only with a written permission of site in charge.
16. Restricting access to the BSNL Office premises for un-authorized persons and opening & closing of gate as and when required. Keeping BSNL office premises in hygienic conditions.
17. On Sundays/Holidays the manpower services are to be maintained for 24 hours in respect of the offices/Telephone Exchanges where two persons are employed. For such services, compensation will be given on Rate/Hour basis as given below

$$\text{Rate per Hour} = \frac{\text{Monthly Rate}}{30 \times 8}$$

Informing BSNL officer in charge about any alarm/ fault message immediately.

- 18 .Help in testing of fire alarm, firefighting equipment etc when desired by officer in charge.
19. Running water pump (if any) as and when required.
20. Watering the plants (if any) as and when required.
21. Any other works that may be incidental and related to proper up keep of the telecom site.

Classification of services required at each category of site

Category of Site	**Services required
A - Urban Site *	1,2,3,4,5,6,7,8,9,10,11,12,13,14,15,16,17,18,19,20,21

***Sites with equipment (Telephone Exchange Building)/equipment with office in the same building (Administration Building)**

****Services may be chosen depending upon site**

Section-4 Part A

General Instructions to Bidders

1.0 **DEFINITIONS**

- (a) *"The Purchaser" means the Bharat Sanchar Nigam Limited, (BSNL), Chennai*
- (b) *"The Bidder" means the individual or firm who participates in this tender and submits its bid.*
- (c) *"The Supplier" or "The Vendor" means the individual or firm supplying the services under the contract.*
- (d) *"The Advance Work Order" or "Letter of Intent" means the intention of Purchaser to place the Work Order on the bidder.*
- (e) *"The Work Order" means the order placed by the Purchaser on the Supplier signed by the Purchaser including all attachments and appendices thereto and all documents incorporated by reference therein. The Work Order shall be deemed as "Contract" appearing the document.*
- (f) *"The Contract Price" means the price payable to the Supplier under the Work Order for the full and proper performance of its contractual obligations.*
- (g) *"Successful Bidder(s)" means the bidder(s) to whom work in this tender is awarded.*

2.0 **ELIGIBILITY OF BIDDERS.**

Kindly refer to clause 4 of Section – 1 Part-A, i.e., Detailed NIT.

3.0 **COST OF BIDDING**

The bidder shall bear all costs associated with the preparation and submission of the bid. The Purchaser will, in no case, be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

4.0 **DOCUMENTS REQUIRED**

- 4.1 Bidding procedures and contract terms and conditions are prescribed in the Bid Documents. The contents of the Bid documents are specified in the covering letter.
- 4.2 The Bidder is expected to examine all instructions, forms, terms and specifications in the Bid Documents and clarifications/ amendments/addenda, if any. Failure to furnish all information required as per the Bid Documents or submission of the bids not substantially responsive to the Bid Documents in every respect will be at the bidder's risk and may result in rejection of the bid.

5.0 **CLARIFICATION OF BID DOCUMENTS**

- 5.1 A prospective bidder, requiring any clarification on the Bid Documents shall submit his queries through e-Tender Portal and also notify the purchaser in writing 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 **10 days prior to the date of opening of the Tender**. Copies of the query (without identifying the source) and clarifications by the Purchaser shall be uploaded as clarification to the concerned tenderer on TENDER WIZARD portal, as addenda, for all the prospective bidders who have downloaded the official copy of tender documents from TENDER WIZARD portal.

- 5.2 **Any clarification issued by BSNL in response to query raised by prospective bidders shall form an integral part of bid documents and it shall amount to an amendment of relevant**

clauses of the bid documents.

6.0 AMENDMENT OF BID DOCUMENTS

- 6.1 The Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify bid documents by amendments prior to the date of submission of Bids with due notification to the prospective bidders. Amendments, if any, to the tender document will be notified in the TENDER WIZARD portal. It is the responsibility of the vendors who download the tender document to note these amendments and submit tenders accordingly.
- 6.2 The amendments shall be notified in writing through E-tender portal to all prospective bidders to the address intimated at the time of purchase of the bid document from the purchaser and these amendments will be binding on them.
- 6.3 In order to afford prospective bidders a reasonable time (min 10 days) to take the amendment into account in preparing their bids, the purchaser may, at its discretion, extend the deadline for the submission of bids suitably.

7.0 DOCUMENTS COMPRISING THE BID

The bid prepared by the bidder shall ensure availability of the following components:

- (a) Documentary evidence establishing that the bidder is eligible to bid and is qualified to perform the contract if its bid is accepted in accordance with the Clause 2 & 10.
- (b) Bid Security declaration as per section as per section 7 Part A
- (c) A Clause by Clause compliance as per Section 7 (D)
- (d) A Bid form and price schedule completed in accordance with clause 8 & 9.

8.0 BID FORM

- 8.1 The bidder shall complete the bid form and appropriate Price Schedule furnished in the Bid Documents, indicating the works to be carried out, brief description of the works, quantity and prices as per Section 9 Part A of Tender Document.

9.0 BID PRICES

- 9.1 The offer shall be firm in Indian Rupees.
- 9.2 The service charge quoted by the Bidder shall remain fixed during the entire period of contract and shall not be subjected to variation on any account. A Bid submitted with an adjustable Price Quotation will be treated as non-responsive and rejected.

10.0 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS

The Bidder shall furnish, as part of his Bid Documents establishing the Bidder's eligibility, the following documents or whichever is required as per terms and conditions of Bid Documents.

- (i) Bid security declaration as per section 7 Part A.
- (ii) Tender document(s), **in original, duly filled in and digitally or manually signed in all pages** by tenderer or his authorized representative along with seal on each page in token of having **read, understood and agreed** to all the Terms and Conditions of the Tender. All corrections and overwriting must be initialled with date by the tenderer or his authorized representative.
- (iii) The Registration of the Firm, Authenticated copy of Partnership Deed in cases of Partnership Firm.

No: AGM (Tender)/EOI/Infrastructure Mtce /21-22/1 dt. 07-07-2021

- (iv) Letter of Authorization.
- (v) Bid form, duly filled in, as per Section 9 Part A.
- (vi) Tenderer's profile and Questionnaire duly filled in, as per Section 8 of the Tender Document.
- (vii) Original "**Power of Attorney**" be executed by a person who has been authorised by Board of Directors of the bidder in this regard on behalf of the company / Institution/ Body Corporate.
- (viii) List of qualified experienced personnel, who are working for the Tenderer, who will be deployed for the work.
- (ix) Document proof of two years of experience during last two years.
- (x) No near relative certificate.
- (xi) Copy of GST registration certificate, if applicable...
- (xii) Copy of PAN Card.
- (xiii) EPF Registration Certificate/ESI Registration Certification.
- (xiv) Copy of latest three years Income Tax return and copy of Pan Card.
- (xv) Declaration regarding not blacklisting/ not debarring from taking part in Govt. Tender by any BSNL unit.
- (xvi) UAM Certificate to be submitted in case of MSME Bidder.
- (xvii) Valid MSME Certificate if applicable, in case the ownership of such MSME Entrepreneur happens to be from SC/ST category, proof in this regard also need to be submitted.
- (xviii) Proforma for Clause by Clause compliance as per Section 7 (D).
- (xix) Vendor Master Form as per Section 10.
- (xx) Latest valid Labour License registration from Labour Commissioner for operating these type of services.
- (xxi) Article and Memorandum of association or Partnership Deed or Proprietorship Deed as the case may be.
- (xxii) The turnover of the company /Contractor as required in eligibility criteria to be issued/ certified by a Chartered Accountant along with latest Auditor Annual Reports of the company (i.e. Profit and Loss statement, balance sheet) and Income tax clearance certificate for the last two financial years.

All documents mentioned in clause 10.0 above are to be uploaded online.

11.0 BID SECURITY Declaration

11.1 Bid security declaration as per section 7 Part A.

11.2 The MSE bidders are exempted from payment of bid security:

- a) A proof regarding valid registration with body specified by Ministry of Micro, Small & Medium Enterprise for the tendered items will have to be attached along with the bid.
- b) The enlistment certificate issued by MSME should be valid on the date of opening of tender.
- c) MSE unit is required to submit its monthly delivery schedule.

- d) If a vender registered with body specified by Ministry of Micro, Small & Medium Enterprise claiming concessional benefits is awarded work by BSNL and subsequently fails to obey any of the contractual obligations, he will be debarred from any further work/ contract by BSNL for one year from the date of issue of such order.

11.3 Deleted

11.4 Deleted

11.5 Deleted

The bid security declaration may be enforced as follows:

- a) If the bidder withdraws or amends its bid or impairs or derogates from the bid in any respect during the period of bid validity specified by the bidder in the bid form or extended subsequently; or
- b) If the bidder does not accept the AWO and/ or does not submit PBG & sign the contract/ agreement in accordance with Clause 28.

12.0 PERIOD OF VALIDITY OF BIDS

12.1 Bid shall remain valid for period specified in clause 2 of Tender Information. A bid valid for a shorter period shall be rejected by the purchaser being non-responsive.

12.2 In exceptional circumstances, the purchaser may request the consent of the bidder for an extension to the period of bid validity. The request and the response thereto shall be made in writing. The bid security declaration provided under Clause 11 shall also be suitably extended. The bidder may refuse the request without forfeiting its bid security. A bidder accepting the request and granting extension will not be permitted to modify its bid.

12.3 **Price initially fixed at the time of Work Order shall remain fixed during the entire duration of contract including extension if any.**

13.0 FORMAT AND SIGNING OF BID

13.1 The bidder shall submit his bid, online, complying all eligibility conditions, other terms and conditions of tender document to be read along with the clarifications and amendments issued in this respect. All the documents must be authenticated, using **Digital Signature** by the authorized person. The letter of authorization shall be indicated by written power-of-attorney accompanying the bid.

13.2 The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the bidder in which case such corrections shall be signed by the person or persons signing the bid. All pages of the original bid, except for un-amended printed literatures, shall be **duly signed** by the person or persons signing the bid.

13.3 Power of Attorney

- (a) The power of Attorney should be submitted and executed on the non-judicial stamp paper of appropriate value as prevailing in the concerned states(s) and the same be attested by a Notary public or registered before Sub-registrar of the state(s) concerned.
- (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/ Body corporate.

No: AGM (Tender)/EOI/Infrastructure Mtce /21-22/1 dt. 07-07-2021

- (c) In case of the bidder being a firm, the said Power of Attorney should be executed by all the partner(s) in favour of the said 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 provided.
- (e) In case, authorized signatory of the bid(i.e. POA holder) is different than the person who submits the online bids using digital signatures certificate(DSC), then the power of Attorney should also include the name of this person submitting online bids on e-tender portal.

14.0 SEALING AND MARKING OF BIDS

14.1 The bid should be submitted as per Clause 3 of tender information.

14.1.1 The bids are called under **Single Stage Bidding & Two Envelope System**.

14.1.2 The bid should be submitted **on line** using two envelope methodology.

The First envelope will be named as **Techno-commercial bid**. This envelope will contain documents of bidder's satisfying the eligibility / Technical & commercial conditions as per clause 2 & 10 with Bid Security Declaration as per Clause 11. Second envelope will be named as Financial bid containing Price Schedule as per Section 9 Part B.

14.2 a) The envelopes shall be addressed to the purchaser inviting the tender as given below:

AGM (Tender),
O/o GM (CFA),
No. 2, Kush Kumar Road,
Nungambakkam,
Chennai – 600 034
Telephone No. 28216414

- b) The envelopes shall bear the name of the tender, the tender number and the words 'DO NOT OPEN BEFORE' (due date & time).
- c) The inner and outer envelopes shall indicate the name and complete postal address of the bidder to enable the purchaser to return the bid unopened in case it is declared to be received 'late'.
- d) Offline envelope should be deposited in the tender box provided by tendering authority or sent by registered post or delivered in person on above mentioned address (address is given in Clause 14.2 (a) above). The responsibility for ensuring that the tenders are delivered in time, would vest with the bidder.
- e) Bids delivered in person on the day of tender opening shall be delivered up to specified time & date as stated in NIT toBSNL,..... at the venue (address is given in Clause 14.2 (a) above). The purchaser shall not be responsible if the bids are delivered elsewhere.
- f) Venue of Tender Opening: Tender will be opened in the **Chambers of AGM (Tender), IV floor, No: 2 Kush Kumar Road, Nungambakkam, Chennai-34 at 11.30 hours on the due date 28-07-2021**. If due to administrative reasons the venue of the bid opening is changed, it will be displayed prominently on notice board.

No: AGM (Tender)/EOI/Infrastructure Mtce /21-22/1 dt. 07-07-2021

14.3 If both the envelopes are not sealed and marked as required at para 14.1 and 14.2, the bid shall be rejected.

15.0 SUBMISSION OF BIDS

15.1 Bids must be submitted by the bidders on or before the specified date & time indicated in Clause 6 of Section-I i.e. DNIT.

15.2 The Purchaser may, at its discretion, extend this deadline for the submission of bids by amending the Bid Documents in accordance with clause 6 of Section-1 in which case all rights and obligations of the purchaser and bidders previously subject to the deadline will thereafter be subjected to the extended deadline.

15.3 The bidder shall submit its bid offer against a set of bid documents purchased by him for all works as per requirement of the Bid Documents. He may include alternate offer, if permissible, as per the bid. However, not more than one independent and complete offer shall be permitted from the bidder.

16.0 LATE BIDS

16.1 No bid shall be accepted online by E-Tender after the specified deadline for submission of bids prescribed by the purchaser.

17.0 MODIFICATION AND WITHDRAWAL OF BIDS

17.1 The bidder may modify, revise or withdraw his bid after submission prior to deadline prescribed for submission of bid.

17.2 The bidder's modification, revision or withdrawal shall have to be online and digitally authenticated as per clause 14.

17.3 Subject to clause 19, no bid shall be modified subsequent to the deadline for submission of bids.

18.0 OPENING OF BIDS BY BSNL

18.1 BSNL shall open bids online, in the presence of the authorized representatives of bidders online who chose to attend, at time & date specified in Clause 7 of D NIT (Section-1) on due date.

The bidder's representatives, who are present, shall sign in an attendance register. Authority letter to this effect shall be submitted by the authorized representatives of bidders before they are allowed to participate in bid opening (A Format is given in enclosed in Section 7 (C)).

18.2 A maximum of two representatives of any bidder shall be authorized and permitted to attend the bid opening.

18.3 Name of envelopes to be opened & information to be read out by Bid Opening Committee

(i) In Single stage bidding & two envelopes system, the bids will be opened in 2 stages i.e. the techno-commercial bid shall be opened on the date of tender opening given in NIT. The

No: AGM (Tender)/EOI/Infrastructure Mtce /21-22/1 dt. 07-07-2021

financial bid will not be opened on the Date of opening of techno commercial bids in this case & sealed financial bids will be handed over to BSNL, Tender section,2,Kushkumar Road, Nungambakkam, Chennai-34 (as applicable) for retention.

Thereafter the CET will evaluate Techno-commercial bids & the report of CET will be approved by competent authority.

The financial bids of those bidders who are approved to be techno-commercially compliant by the competent authority, will be opened by TOC in front of techno commercially eligible bidders/authorized representatives by sending them a suitable notice.

- (ii) The following information should be read out at the time of Techno-commercial bid opening:-
- a) Name of the Bidder
 - b) Name of the item
 - c) Bid security declaration certificate & acceptability
 - d) Information in respect of eligibility of the bidder.
 - e) Details of bid modification/ withdrawal, if applicable.
- (iii) The following information should be read out at the time of Financial bid opening:-
- a) Name of the Bidder
 - b) Name of the item
 - c) Prices quoted in the bid
 - d) Discount, if offered
 - e) Taxes & levies

(Information as per electronic forms shall be populated as comparison chart on e-tender system and no information shall be read out)

18.4 The date fixed for opening of bids, if subsequently declared as holiday by the BSNL, the revised date of schedule will be notified. However, in absence of such notification, the bids will be opened on next working day, time and venue remaining unaltered.

19.0 CLARIFICATION OF BIDS

19.1 To assist in the examination, evaluation and comparison of bids, the purchaser may, at its discretion ask the bidder for the clarification of its bid. The request for the clarification and the response shall be in writing. However, no post bid clarification at the initiative of the bidder shall be entertained.

19.2 If any of the documents, required to be submitted along with the technical bid is found wanting, the offer is liable to be rejected at that stage. However the purchaser at its discretion may call for any clarification regarding the bid document within a stipulated time period. In case of non-compliance to such queries, the bid will be out rightly rejected without entertaining further correspondence in this regard.

20.0 PRELIMINARY EVALUATION

20.1 BSNL shall evaluate the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished,

whether the documents have been properly signed and whether the bids are generally in order..

20.2 If there is a discrepancy between words and figures, the amount in words shall prevail. If the supplier does not accept the correction of the errors, its bid shall be rejected.

20.3 Prior to the detailed evaluation pursuant to clause 21, the Purchaser will determine the substantial responsiveness of each bid to the Bid Document.

For purposes of these clauses, a substantially responsive bid is one which confirms to all the terms and conditions of the Bid Documents without material deviations. The purchaser's determination of bid's responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence.

20.4 A bid, determined as substantially non-responsive will be rejected by the purchaser and shall not subsequent to the bid opening be made responsive by the bidder by correction of the non-conformity.

20.5 The Purchaser may waive any minor infirmity or non-conformity or irregularity in a bid which doesn't constitute a material deviation, provided such waiver doesn't prejudice or affect the relative ranking of any bidder.

21.0 EVALUATION AND COMPARISON OF SUBSTANTIALLY RESPONSIVE BIDS

21.1 The Purchaser shall evaluate in detail and compare the bids previously determined to be substantially responsive pursuant to clause 20.

21.2 BSNL-CHENNAI TELEPHONES shall evaluate in detail and compare the Bids previously determined to be substantially responsive pursuant to Clause-20. The Tender will be evaluated as a single package of all items given in the Financial Bid.

21.3 The evaluation and comparison of responsive Bids shall be on the percentage deviation (above/below/at par) offered and indicated in Schedule of Rates of the Bid Documents.

21.4. The contractor has to quote rates for services provided at each category of site (A) this is shown in Section 9 Part B. Further the contractor has to quote the total cost for the services provided as per Section 9 Part B. Bids will be evaluated on the basis of total cost, excluding GST as applicable.

21.5. After awarding of the contract, BSNL CHTD reserves the right to add/delete sites where the services are required/not required. It also reserves the right to increase/decrease the number of shifts as per requirement. In case of any changes the rates quoted in Section 9 Part B will be used to determine the payments made to the contractor, post changes in sites, shifts etc.

22.0 CONTACTING THE PURCHASER

22.1 Subject to Clause 19, no bidder shall try to influence the Purchaser on any matter relating to its bid, from the time of the bid opening till the time the contract is awarded.

22.2 Any effort by a bidder to modify its bid or influence the purchaser in the purchaser's bid evaluation, bid comparison or contract award decision shall result in the rejection of the bid.

23.0 PLACEMENT OF ORDER (AWARD OF CONTRACT) and validity of tender.

- 23.1 BSNL-CHENNAI TELEPHONES** shall consider award of contract only to those eligible Bidders whose offers have been found technically, commercially and financially acceptable.
- 23.2 The work against the Tender is for one year's requirement and Terms and Conditions of this Tender shall be operative for a period of one year from the date of signing of agreement between BSNL and the contractor, extendable to further one year 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 on same terms & conditions subject to observation of limit in class 24.**
- 23.3** .The ordering price of any bidder shall not exceed the lowest evaluated package price. However, at a later stage if there is any increase in Govt. duties/taxes within scheduled delivery date (SDD), the unit prices with applicable revised duties/taxes will be paid to suppliers irrespective of their ranking viz.L1/ L2/ L3etc keeping other levies & charges unchanged.
- 23.4 The purchaser reserves the right for the placement of order of entire tendered quantity on the bidder with the lowest evaluated price.
- 23.5 In the event of L2 and so on bidders refusing to accept its package de rated to the price of L1 bidder, BSNL reserves the right to issue work order for entire quantity to the L1 bidder. It is mandatory for the L1 bidder to accept such an offer at evaluated L-1 price and shall perform the whole contract as envisaged in the tender document. The additional quantity, due to non-acceptance of respective quantity by L2 and/or L3 and so on bidders, as envisaged in clause3 (Distribution of Quantity) in section 4 Part B, shall be carried out by the L-1 bidder as part of whole contract.

24. RIGHT TO VARY QUANTUM OF WORK:-

- 24.1. BSNL shall have the right to increase or decrease the number of sites, up to 25% of the total requirement without any change in the unit price or other terms and conditions at the same time of awards of contract or during the operation of agreement.
- 24.2. Uniforms to the EOI Personnel are to be supplied by the contractor only.

25 BSNL'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

BSNL-CHENNAI TELEPHONES reserves the right to accept or reject any Bid and to annul the bidding process and reject all Bids, at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected Bidder or Bidders on the grounds for BSNL's action.

26 ISSUE OF LETTER OF INTENT

- 26.1 The issue of letter of intent shall constitute the intention of BSNL to enter in to the contract with the Bidder. Letter of Intent will be issued as offer to the successful Bidder.
- 26.2 The Bidder shall within 14 days of issue of letter of intent, give his acceptance along with **performance security** in conformity with the proforma provided with the bid document at Section 7B.

27 SIGNING OF AGREEMENT

The signing of Agreement shall constitute the award of contract on the Bidder. The Agreement with the successful Bidder shall be signed by **BSNL-CHENNAI TELEPHONES** within a week of submission of Performance security.

28 ANNULMENT OF AWARD

Failure of the successful Bidder to comply with the requirement of Clause-26.2 & 27 shall constitute sufficient ground for the annulment of the award and forfeiture of the Bid Security, in which event, **BSNL-CHENNAI TELEPHONES** may make the award to any other Bidder at the discretion or call for new Bids.

29 REJECTION OF BIDS

29.1 While all the conditions specified in the Bid documents are critical and are to be complied, special attention of bidder is invited to the following clauses of the bid documents. Non-compliance of any one of these shall result in outright rejection of the bid.

- a) Clauses 11 of Section- 4 Part A: The bids will be rejected at opening stage if Bid security declaration is not submitted as per Clauses 11.1 & 11.2 and bid validity is less than the period prescribed in Clause 12.1 mentioned above.
- b) Clause 2 & 10 of Section-4 Part A: If the eligibility condition as per clause 2 of Section 4 Part A is not met and/ or documents prescribed to establish the eligibility as per Clause 10 of section 4 Part A are not enclosed, the bids will be rejected without further evaluation.
- c) Section 7 (D): The clause-by-clause compliance as per section 7(D) are not given, the bid will be rejected at the stage of preliminary evaluation.
- d) While giving compliance to Section-5 Part A, General Commercial conditions, Section-4 Part B, Special Instructions to Bidders, Section-5 PART B Special (Commercial) Conditions of Contract
- e) Section 9 Part B (Financial BID): Prices are not filled in as prescribed in price schedule.

29.2 Before outright rejection of the Bid by Bid-opening team for non-compliance of any of the provisions mentioned in clause 29.1(a), 29.1(b) of Section-4 Part A, the bidder company is given opportunity to explain their position, however if the person representing the company is not satisfied with the decision of the Bid opening team, he/they can submit the representation to the Bid opening team immediately but in no case after closing of the tender process with full justification quoting specifically the violation of tender condition if any.

29.3 Bid opening team will not return the bids submitted by the bidders on the date of tender opening even if it is liable for rejection and will preserve the bids in sealed cover as submitted by taking the signatures of some of the desirous representatives of the participating bidder/companies present on the occasion.

29.4 The in-charge of Bid opening team will mention the number of bids with the name of the company found unsuitable for further processing on the date of tender opening and number of representations received in Bid opening Minutes and if Bid opening team is satisfied with the argument of the bidder/company mentioned in their representation and feel that there is prima-facie fact for consideration, the in-charge of the bid opening team will submit the case for review to Officer Competent to approve the tender as early as possible preferably on next working day and decision to this effect should be communicated to the bidder

No: AGM (Tender)/EOI/Infrastructure Mtce /21-22/1 dt. 07-07-2021

company within a week positively. Bids found liable for rejection and kept preserved on the date of tender opening will be returned to the bidders after issue of P.O. against the instant tender.

29.5 If the reviewing officer finds it fit to open the bid of the petitioner, this should be done by giving three (working) day's notice to all the participating bidders to give opportunity to participants desirous to be present on the occasion.

29.6 The authenticity of all the documents enclosed with the tender bid of the responsive/approved bidders can be verified by the BSNL at any time from the date of opening of the Technical Bid and till the completion of work. At any stage, if the document on verification is found to be forged, the bid will be cancelled/terminated at bidder's risk and cost and the EMD/Security deposited by the bidder will be forfeited. All the documents submitted should be valid on the date of submission of bid.

30 NEAR-RELATIONSHIP CERTIFICATE

30.1 The bidder should give a certificate that none of his/ her near relative, as defined below, is working in the units where he is going to apply for the tender. In case of proprietorship firm certificate will be given by the proprietor. For partnership firm certificate will be given by all the partners and in case of limited company by all the Directors of the company excluding Government of India/ Financial institution nominees and independent non-Official part time Directors appointed by Govt. of India or the Governor of the state and full time Directors of PSUs both state and central. Due to any breach of these conditions by the company or firm or any other person the tender will be cancelled and Bid Security will be forfeited at any stage whenever it is noticed and BSNL will not pay any damage to the company or firm or the concerned person.

30.2 The Company or firm or the person will also be debarred for further participation in the concerned unit.

30.3 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).

30.4 The format of the certificate is given in Section 6 (B).

31.. VERIFICATION OF DOCUMENTS AND CERTIFICATES

The bidder will ensure that all the documents and certificates, including experience/ performance and self-certificates submitted by him are correct and genuine before enclosing them in the bid. The onus of proving genuineness of the submitted documents would rest with the bidder.

No: AGM (Tender)/EOI/Infrastructure Mtce /21-22/1 dt. 07-07-2021

If any document/ paper/ certificate submitted by the participant bidder is found / discovered to be false / fabricated / tempered / manipulated either during bid evaluation or during award of contract or thereafter, then the Purchaser will take action as per Clause 1of Appendix 1 of this section.

32 Security Clause as per latest guidelines and requirement

Mandatory Licensing requirements with regards to security related concerns issued by the Government of India from time-to-time shall be strictly followed and appropriate clauses shall be added in all bid documents. Necessary guidelines in this regard shall be issued separately.

33 Reservation/ Procurement from MSE units

The guidelines / instructions / laws issued vide D.O. no 21(1) -2011-M.A..April 25th, 2012 and amendment vide D.O.No.21(8)/2018-MA dated 13-11-2018 from Ministry of Micro, Small & Medium Enterprise (MSME) with respect to provisions for Micro & Small Enterprises (MSEs) shall be followed.

SECTION-4 PART-B

Special Instructions to Bidders

Introduction

- 1.1. Bharat Sanchar Nigam Limited (BSNL), 100% owned by Government of India, with the dominant market share in the Wire line Telephony and Wireless Telephony. 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..
- 1.2. The special instructions to Bidders shall supplement the 'Instructions to Bidders' and in case of any conflict with those in Section-4 Part A i.e. GENERAL INSTRUCTIONS TO BIDDERS (GIB) , the previous herein shall prevail.

2. Purpose of the EOI

2.1. BSNL CHTD (from here onwards BSNL means Competent Authority floating the EOI) intends to invite Expression of Interest (EOI) from interested parties for maintenance and upkeep of parts of its telecom infrastructure. After evaluation of EOIs, agreements will be entered with the successful party **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.

3. General requirement

3.1. BSNL CHTD intends to contract infrastructure maintenance services Section 3 (Scope of Work) at selected telecom sites in CHTD. These may be required for different time frames at different installations as per requirement Section 3 (Scope of Work). Contractors need to bid for the provision of services at all sites in a unit.

4. Eligibility Requirements

4.1. List of Documents for eligibility requirement as mentioned in Clause 10 of Section 4 Part A and Clause 4 of D-NIT of this document.

5. Financial Requirement

5.1 The successful tenderer(including MSE)will be required to pay the **performance Bank Guarantee** of 3% of the contract cost of work within 14 days from the date of receipt of intimation and the EMD of successful bidders will be treated as part of Security Deposit

5.2. Contractor shall submit the aforesaid Performance Bank Guarantee of the said amount or as BSNL CHTD may recommend from time to time.

5.3 The performance Bank Guarantee shall be valid for a period of two years and six months from the date of award of contract. Without prejudice to other rights and remedies available to BSNL CHTD, BSNL CHTD reserves the right to forfeit/adjust the said Performance Bank Guarantee in full or part or any sum due from the contractor to BSNL

CHTD at any time. Contractor shall continue to be liable for balance if any. BSNL CHTD reserves the right to increase the amount of Performance Bank Guarantee at any time in its own discretion with respect to any/some/all such contractors.

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

6. BID SECURITY DECLARATION

6.1 The bidder shall furnish the BID Security declaration as per section 7 A

7. Evaluation Criteria

7.1. The Evaluation will be based on the gross total amount quoted at column 10 of Section 9 Part B, excluding GST.

7.2. The work will be awarded to the lowest tenderer only with provision for MSME Bidders. The discretion of BSNL CHTD is final and non-negotiable.

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

7.4. 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.

7.5 Distribution of persons with provision for MSME.

No of Bidders to be approved (Col. 1)	Quantity allotted to the respective (Col.2)		Qty earmarked for MSE Bidder(s) (Col.3)
	L 1	L 2	
One Bidder	75%	Nil	25%
Two Bidders	45%	30%	25%

*If L-1, L-2, L3, etc., happens to be MSE bidders then they will be given the• allotted quantity as per the applicable sub-column 2 of column 2 of the above table. In case, there are MSE bidders whose quoted price is within +15% of L1 price then 25% reserved quantity shall be distributed amongst such MSE bidders.

No: AGM (Tender)/EOI/Infrastructure Mtce /21-22/1 dt. 07-07-2021

*If no eligible MSE bidders are available then aforesaid earmarked 25% persons shall be de-reserved & the allotted Persons for other general bidders will be restored to 100% and distribution shall be as tabulated below:

No of Bidders to be approved (Col. 1)	Quantity allotted to the respective (Col.2)	
	L 1	L 2
One Bidder	100%	Nil

*The 25% of estimated quantity/requirement in any tender shall be earmarked for MSME subject to the condition that the rate quoted by MSME is within the band of L1+15% and the said bidder agrees to supply man power at finalized L1 rates after evaluation.

*Minimum 3% reservation for woman owned MSEs within the above mentioned 25% reservation is provided.

* The 25% includes a sub-target of 5% procurement from the MSEs owned by SC/ST entrepreneurs.

Section 4 Part – C
E-Tendering Instructions to BIDDERS

General

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

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

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

For conducting electronic tendering, CHTD has decided to use the e-portal (M/s ITI, i.e. <http://www.tenderwizard.com/BSNL> .

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

1. Tender Bidding Methodology:

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

Followed by 'e-Reverse Auction' (if required by Business Unit/Planning cell) after opening of the Financial bids. In case of two envelope system 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 Signing Certificate (DSC)
2. Register on Electronic Tendering System® (TENDER WIZARD)
3. Create Users and assign roles on TENDER WIZARD
4. View Notice Inviting Tender (NIT) on TENDER WIZARD
5. Download Official Copy of Tender Documents from TENDER WIZARD
6. Clarification to Tender Documents on TENDER WIZARD
 - Query to BSNL (Optional)
 - View response to queries posted by BSNL
7. Bid-Submission on TENDER WIZARD
8. Attend Public Online Tender Opening Event (TOE) on TENDER WIZARD
 - Opening of Technical-Part
9. Post-TOE Clarification on TENDER WIZARD (Optional)
 - Respond to BSNL's Post-TOE queries.
10. Attend Public Online Tender Opening Event (TOE) on TENDER WIZARD
 - Opening of Financial-Part

(Only for Technical Responsive Bidders)

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

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 (M/s ITI, i.e <http://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 TENDER WIZARD 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 M/S ITI Helpdesk (as given below), to get your registration accepted/activated.

For training of bidders, the bidders shall contact the Tender Wizard's Help Desk.

Tender Wizard's Helpdesk	Mobile Nos.	E-mail ID
	09894191904 09941947400	twhelpdesk680@gmail.com

General Help Desk No.080-40482000

General e-mail ID: bsnltwhelpdesk@gmail.com

BSNL Contact

BSNL's Contact Person-1, AGM (Tender), Phone No - 044-28216414

Email id:-agmtenderchtd@gmail.com [between 10:00 hrs to 17:30 hrs on working days]

BSNL's Contact Person-2, SDE (Tender) Phone no. 044-28257489 (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 e-portal of M/S ITI. Broad outline of submissions are as follows:

- **Submission of Bid Security Declaration**
- **Submission of digitally / manually signed copy of Tender Documents / Addendum**

- **Two Electronic Envelopes containing**
 - 1. Technical BID for EOI-Part**
 - 2. Financial Bid for EOI-Part**

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

6. Public Online Tender Opening Event (TOE)

ETS offers a unique facility for 'Public Online Tender Opening Event (TOE)'. Tender Opening Officers as well as authorized representatives of bidders can attend the Public Online Tender Opening Event (TOE) from 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 TENDER WIZARD. As soon as a Bid is decrypted with the corresponding 'Pass-Phrase' as submitted online by the bidder himself (during the TOE itself), salient points of the Bids are simultaneously made available for downloading by all participating bidders. The work of taking notes during a manual 'Tender Opening Event' is therefore replaced with this superior and convenient form of 'Public Online Tender Opening Event (TOE)'.

TENDER WIZARD 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.

TENDER WIZARD 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 TENDER WIZARD. For a particular tender, the screens viewed by a Supplier will depend upon the options selected by the concerned Buyer.

7. 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).

1. E-Reverse Auction

E-Reverse Auction would be conducted item wise on net cost to BSNL value for bid evaluation, subsequently after the opening of the Financial-Part.

The following would be parameters for e-Reverse Auction:

Sl No.	Parameter	Value
1	Date and Time of Reverse-Auction Bidding Event	Will be intimated to Responsive bidders after the opening of Financial-part.
2	Duration of Reverse-Auction Bidding Event	One or Two hours
3	Automatic extension of the 'Reverse-Auction Closing Time', if last bid received is within a Pre-defined Time-Duration' before the 'Reverse-Auction Closing Time'	Yes
3.1	Pre-defined Time-Duration	5 minutes
3.2	Automatic Extension Time-Duration	10 minutes
3.3	Maximum no of Auto-Extension	6 Automatic Extension
4	Criteria of Bid-Acceptance	'Beat on Starting Price', as well as, 'Beat on Rank-1 Bid Value'
5	Entity – Start-Price	L1 of the respective item of Financial-Part
6	Minimum Bid-Decrement	Will be intimated later
7	Display of 'Pseudo Identity' of Bidders during bidding	All Bidders, as well as, BSNL's officers.
8	Display of Bidder's own current Rank	Yes

Note: Parameters at Sl. No. 5 & 6 shall be confirmed after opening and evaluation of financial bid parts.

8. Other Instructions

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

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

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 TENDER WIZARD.
2. Register your organization on ETS well in advance of your first tender submission deadline on TENDER WIZARD.
3. Get your organization's concerned executives trained on TENDER WIZARD well in advance of your first tender submission deadline on TENDER WIZARD.
4. Submit your bids well in advance of tender submission deadline on TENDER WIZARD (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 TENDER WIZARD, the fourth instruction is relevant at all times.

9. Minimum Requirements at Bidders end

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

10. Vendors Training Program

TENDER WIZARD may be contacted for further details.

SECTION 5 PART A

GENERAL (COMMERCIAL) CONDITIONS OF CONTRACT

1. Performance Security

- i) The successful tenderer (including MSE's who are registered with the designated MSME, bodies like National Small Scale Industries Corporation etc.) shall furnish performance security valid for a period of 2 years to the purchaser for an amount equal to 3% of the value of advance purchase order within 14 days from the date of issue of Advance work Order by the Purchaser.
- ii) The proceeds of the performance security shall be payable to the Purchaser as compensation for the proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the contractor's failure to complete its obligations under the contract.
- iii) The performance security Bond shall be in the form of Bank Guarantee issued by a scheduled Bank and in the proforma provided in section 7 B of this bid document.
- iv) The performance security Bond will be discharged by the Purchaser after completion of the contractor's performance obligations including any warranty obligations under the contract.

2. Payment Terms & Conditions:-

2.1. The payment to the contract workers shall be made only through ECS in their Bank Account. Requisite records, abstracts, vouchers, remittance and statements are required to be kept in handy for the purpose of inspection by BSNL CO or Parliament committee or Labour Authorities.

- (a) The Contractor shall prepare a bill for the month in triplicate. The bill should invariably accompany the following. It shall be the responsibility of the controlling officer to ensure that all the requirements are fulfilled at the time of certifying the bill. The counter signing authority shall check that all the documents mentioned below are invariably attached to the bill before countersigning.
- (b) The contractor shall submit the bill within 15 days of expiry of the calendar month to the designated officer.
- (c) Attested copy of attendance sheet for the month for which bill is claimed . Weekly off should be shown and alternate person performed duty should also be mentioned clearly in Addition.
- (c) A list of workers (attested copies) engaged against the work order each month.
- (d) The attested copy of receipt towards payment of GST pertaining to the previous month.
- (e) Timely uploading of correct and necessary information on GSTN portal is mandatory as prescribed in GSTN complaints.
- (f) Attested copies of authenticated documents of payments of such contribution to EPF/ESI etc along with list of workers indicating the EPF/ESI Code, amount etc., against each EOI (beneficiary) for the previous month/quarters.
- g) Copy of work order issued by the competent authority
- (g) Attested copies of EPF contribution (Both employees and employer's) for the duration of engagement of question paid to EPF authority
- (h) The amount of wages paid to engaged labourer/ employees with acquaintance for the duration in question.

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

(j) Work satisfactory report.

(k) The bill shall indicate the GST Registration Number.

(l) The Invoice clearly indication break up details of composite price i.e. basic, GST and any other duties and taxes.

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

2.3. Payment will be made through ECS only. Salary to the employees to be paid before 05th of the next month without waiting for the payment to be received from the Principal Employer.

Note 1: If the supplier fails to submit the invoice within 15 Days and furnish necessary supporting documents i.e. GST/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.

Note 2: Tax amount will be paid to 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.

Note 3: TDS/TCS shall be deducted at the prescribed rate if any (as the case may be).

Note 4: BSNL can adjust/forfeit Bank Guarantee obtained from the supplier against any loss of Input Tax Credit to BSNL on account of suppliers default.

Note 5: In case BSNL has to pay GST on reverse charge basis the supplier could not charge GST on its invoices. Further the supplier under takes to comply with the provisions of GST law as may be applicable.

2.5 Bonus payable to the workers to be borne by the Contractor / Bidder only.

3. Inspection

3.1. 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.

4. Agreement period

4.1. 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.

5. Right

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

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

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

6. Responsibilities of Contractor

6.1. The contractor shall be responsible for provision of the services as per Section 3 (Scope Of Work) and Annexure G at the site premises during the service timings specified for each site. The sites will be classified by BSNL CHTD into two categories (A, C). Section 3 (Scope Of Work) lays out the services required at each type of site. At each site, the services may be required in one/two/three or four standard (08) eight hour shifts and the proposed shift timings are provided in Annexure G.

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

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

6.2. This clause (clause 10.2) is applicable only for sites requiring services as specified in Items 5, 6 or 7 as per Section 3 (Scope of Work). The contractor's representatives shall be responsible for calling the concerned officer in charge for the telecom site both at the time of the starting as well as end of duty from the site. At any point if the contractor's representatives fail to do so, 5% of the monthly contract amount of that site will be deducted from their payment for every instance of such negligence on their part. In addition, if during any visit, the contractor's representatives are not found to be present at the time of duty, 10% of the monthly contract amount will be deducted from their payment for every instance of such negligence on the part of the contractor. **For all telecom sites for which the contract has been given to the contractor, BSNL CHTD reserves the right to monitor the provision of services at any time through visits to the site. In case the service provided by the contractor is not found satisfactory, 10% of the monthly contract amount for that site will be deducted from their payment for every instance of such negligence on the part of the contractor.**

7. Force majeure clause

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

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

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

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

Arbitration clauses:

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 are unable to settle mutually, the same shall be referred to Arbitration as provided hereunder:

- (1) A party wishing to commence arbitration proceedings shall revoke the 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.
- (2) 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 empaneled 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 3 rd arbitrator, who shall be the presiding arbitrator, by the two arbitrators. BSNL will appoint its arbitrator from its panel.

3. Neither party shall appoint its serving employee as arbitrator.

4. 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.

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

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

29B.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:

(a) 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. TERMINATION FOR INSOLVENCY

BSNL CHTD may at any time terminate the Contract by giving written notice to the supplier, without compensation to the supplier. If the supplier becomes bankrupt or otherwise insolvent as declared by the competent court provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to BSNL CHTD.

10. 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 CHTD and set off the same against any claim of the Purchaser or BSNL CHTD 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 CHTD or such other person(s) contracting through the BSNL CHTD

Court Jurisdiction

- 1. Any dispute arising out of this contract/ Bid Document / Evaluation of Bids / Issue of advance work order shall be subject to the jurisdiction of competent court at the place from where the NIT / Tender has been issued .**
- 2. Where a contractor has not agreed to arbitration, the dispute / claims arising out of the contract / Work Order entered with him shall be subject to the jurisdiction of the competent court at the place from where contract/ PO has been issued.**
- 3. This Contract/PO is subject to Jurisdiction of Court at Chennai only.**

**SECTION 5 PART B
SPECIAL COMMERCIAL CONDITIONS**

1. Commercial Terms & Conditions

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.

1.2. 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.

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

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

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.

1.6. BSNL CHTD reserves the right to change the terms of trade from time to time with notice period of 30 days.

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

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

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

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.

1.11. The payment to the contractors will be made through ECS after deducting applicable taxes.

1.12. All contractor's representatives will report to Competent Authority through the nodal officer appointed by Competent Authority.

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.

1.14. The contractor's representatives shall comply with all applicable laws, byelaws, 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.

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

1.16. The contractor shall ensure provision of necessary safety devices tools/ kits etc required for discharge of services as mentioned in Section (Scope of Work) at his own cost and shall recoup the same from time to time.

1.17. Contractor shall be liable for all payments of wages, Salary etc to its employees & shall comply with all statutory laws, rules, relating to employment, wages, EPF, ESI, ID Act, etc.

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.

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

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

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

1.22 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.

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

1.24. The Contractor 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.

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

1.26 The Rotation of Personal employed should be done once in six months by the contractor from one building to other building without fail.

1.27 The either side as the right to remove the personal employed from attending the above work without assigning any reason finding on him unsuitable to work for any reasons of indiscipline, irregularity, non-functionality, un-satisfactory working, misbehaviour, disobedience, etc. under the intimation to the contractor. The contractor should provide an alternate person immediately who will match the requirement as state above.

SECTION 6

UNDERTAKING & DECLARATION

6 (A) For understanding the terms & condition of Tender & Spec. of work.

a) Certified that:

- 1** I/ We have read, understood and agree with all the terms and conditions, specifications included in the tender documents & offer to execute the work at the rates quoted by us in the tender form.

- 2** If I/ We fail to enter into the agreement & commence the work in time, the PBG deposited by us will stand forfeited to the BSNL.

b) The tenderer hereby covenants and declares that:

- 1** All the information, Documents, Photo copies of the Documents/Certificates enclosed along with the Tender offer are correct.
- 2** In case of any correction/ addition/ alteration/ omission of the terms & conditions in the tender document, our tender / bid shall be treated as non-responsive and shall be rejected summarily.
- 3** If anything is found false and/or incorrect and/or reveals any suppression of fact at any time, BSNL reserves the right to debar our tender offer/ cancel the LOA/ Purchase/ work order if issued and forfeit the PBG/ Bill amount pending with BSNL. In addition, BSNL may debar the contractor from participation in its future tenders.

Date:

.....

Signature of Tenderer

Place:

Name of Tenderer
Along with date & Seal

6(B) 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, if 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 _____ 2021

Signature: _____

6(C) NON BLACK LISTING CERTIFICATE

Tender No:

Due to open on:

To
The Principal General Manager (NW P&D-CFA),
Chennai Telephones,
No.2, Kushkumar Road,
Chennai-600 034.

We hereby certify that we have not been black listed by any BSNL Circle or any other Government Departments at any time so far.

Dated this Day of

Signature:

(Name in Block Letters of the
SIGNATORY)

In the Capacity of

SECTION- 7

PROFORMAS

7A. BID Security Declaration Certificate

To
The General Manager(CFA)
BSNL, Chennai Telephones,
2,Kushkumar Road,
Nungambakkam, Chennai-34

FOR

I/We, the authorized signatory of M/s.----- participating in the Tender of Chennai Telephones for the Tender for EOI for Infrastructure maintenance at selected Locations in Chennai Telephones Tender No. _____ Date: _____ do hereby declare :

- I. That I/We availed the benefit of waiver of EMD while submitting our offer against the subject Tender and No EMD being deposited for the said tender.
- II. That I/We have read the clause regarding bid declaration certificate and I accept that in the event we withdraw / modify our bid during period of validity OR I/ we fail to execute formal contract agreement within given timeline OR I/We fail to submit a performance security within the given timeline OR I/we commit any other breach of tender conditions/ contract which amounts for forfeiture of EMD; I/ We will be suspended/debarred/banned from being eligible for bidding/ award of all future contact (s) of BSNL for a period of one year from the date of committing such breach.

Signature and seal of authorized signatory of the bidder
Name of the authorized signatory_____

(7B) FORMAT OF THE PERFORMANCE BANK GUARANTEE

Sub: PERFORMANCE GUARANTEE

7(B) For the Performance Guarantee (to be typed on Rs. 100/- non-judicial stamp paper)

Whereas R/o (Hereinafter referred to as BSNL) has issued an APO No: dated / /20 awarding the work/order for the supply of to M/s R/o (Hereinafter referred to as Bidder) and BSNL has asked him to submit the performance Guarantee in favour of CGM, CHTD, Chennai of Rs. /- (hereafter referred as "BG Amount") valid up to / /20 (hereafter referred to as "Validity date").

Now at the request of the Bidder, We Bank Branch having (Address) and registered office address as (Hereinafter called "the Bank") agree to give this guarantee as hereinafter contained.

1. We," the Bank" do hereby undertake and assure to the BSNL that if in the opinion of the BSNL, the bidder has in any way failed to observe or perform the terms and conditions of the said agreement or has committed any breach of its obligations there-under, the bank shall on demand and without any objection or demur pay to the BSNL the said sum limited to P.G Amount or such lesser amount as BSNL may demand without requiring BSNL to have recourse to any legal remedy that may be available to it to compel the bank to pay the same.

3. Any such demand from the BSNL shall be conclusive as regards the liability of Bidder to pay to BSNL or as regards the amount payable by the Bank under this guarantee. The Bank shall not be entitled to withhold payment on the ground that the Bidder 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 Bidder and BSNL regarding the claim.

4. We, the Bank further agree that the guarantee shall come into force from the date of its issue and shall remain in full force and effect up to its Validity date.

5. The Bank further agrees that the BSNL shall have the fullest liberty without the consent of the BANK and without affecting in any way the obligations hereunder to vary any of the terms and conditions of the said agreement or to extend the time for performance of the said agreement from any of the powers exercisable by BSNL against the Bidder 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 bidder or through any forbearance, act or omission on the part of BSNL or any indulgence by BSNL to the bidder 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.

No: AGM (Tender)/EOI/Infrastructure Mtce /21-22/1 dt. 07-07-2021

6. Notwithstanding anything herein contained:
 - (a) The liability of the Bank under this guarantee is restricted to the "BG Amount" and it will remain in force up to its Validity date specified above.
 - (b) The guarantee shall stand completely discharged and all rights of the BSNL under this Guarantee shall be extinguished if no claim or demand is made on us in writing on or before its validity date.
7. In case BSNL demands for any money under this bank guarantee, the same shall be paid through banker's cheque in favour of "Accounts Officer (Claims) HQ, Chennai Telephones payable at Chennai.
8. The Bank Guarantee 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 Number / Fax Number:

7(C) 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
on behalf of the Bidder

.....
Name of the Representative

.....
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.

SECTION 8

Bidder's profile & Questionnaire.

Tenderer / Bidder's Profile & Questionnaire

(To be filled in and submitted by the bidder)

A) Tenderer's Profile

1. Name of the Individual/ Firm:

2. Present Correspondence Address

.....

.....

.....

Telephone No. Mobile No.

FAX No.

3. Address of place of Works/Manufacture

.....

Telephone No..... Mobile No.

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

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

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

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

.....

.....

7. Permanent Account No. :

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

- (a) Beneficiary Bank Name:.....
- (b) Beneficiary branch Name:.....
- (c) IFSC code of beneficiary Branch.....
- (d) Beneficiary account No.:.....
- (e) Branch Serial No. (MICR No.):.....

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

.....
.....

B) Questionnaire

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

1.1 If Yes, Give details

.....
.....

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

2.1 If Yes, Give details

.....
.....

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

Name of the tendered Item	Qty that can be supplied by the firm within scheduled delivery period.
---------------------------	--

4. Suggestion for improvement of the tender document.

.....
.....

Place.....

Date

Signature of contractor

Name of Contractor

SECTION 9 - PART - A

BID FORM

To

From,

.....
<Complete address of the BSNL>

.....
<complete address of the Bidder>

.....
.....

.....
.....

Bidder's Reference No:..... Dated.....

Ref: Your Tender Enquiry No.dated

Having examined the above mentioned tender enquiry document including amendment/ clarification/ addenda Nos. datedthe receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide INFRASTRUCTURE MAINTANENCE FOR SELECTED LOCATIONS IN CHENNAI TELEPHONES

1. In conformity with the conditions of contract for the sum shown in the schedule of prices attached herewith and made part of the financial Bid.
2. Bid submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.
3. We agree to abide by this Bid for a period of 180 days from the date fixed for Bid opening or for subsequently extended period, if any, agreed to by us. This bid shall remain binding upon us up to the aforesaid period.
4. We understand that you are not bound to accept the lowest or any bid, you may receive.
5. If our Bid is accepted, we will provide you with a performance guarantee from a Scheduled Bank for a sum @ 3% of the contract value for the due performance of the contract.
6. If our Bid is accepted, we undertake to complete INFRASTRUCTURE MAINTANENCE FOR SELECTED LOCATIONS IN CHENNAI TELEPHONES and perform all the services specified in the contract in accordance with the tender document.
7. Until a formal Work Order of Contract is prepared and executed, this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us

Dated: day of 20...

Witness

.....
Signature.....
Name
Address

Signature
Name

In the capacity of

Duly authorized to sign the
bid for and on behalf of
Signature of the bidder with seal

Annexure – G

Details of services to be provided for each site

Name of the sites, complete address, category of sites, shifts required is attached.

Proposed Shift timings:

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

ANNEXURE G/1

SL.NO	NAME OF THE UNIT	GM ZONE	CATEGORY A/B/C	NO OF EOI PERSONNEL REQUIRED
1	ANNA NAGAR PCM STORE YARD	TXI	A	3
2	GUINDY PCM STORE YARD	TXI	A	3
3	DISTRICT STORE DEPOT	CFA	A	11
4	ENNORE WIRELESS STATION	CFA	A	2
5	VICTORIA CRESCENT QUARTERS	CFA	A	3
6	CGM OFFICE	HR	A	3
7	KK ROAD ADMN BUILDING	CFA	A	3
TOTAL				28

ANNEXURE – G/2

Address of the Sites

NAME OF THE UNIT	GM ZONE	ADDRESS	CATEGORY A/B/C
ANNA NAGAR PCM STORE YARD	TXI	DR. AMBEDKAR CIRCLE, P&T QUARTERS, CHENNAI-600040	A
GUINDY PCM STORE YARD	TXI	SUPER B5, TVK INDUSTRIAL ESTATE, GUINDY, CHENNAI-32	A
DISTRICT STORE DEPOT	CFA	440 AA ROAD, VYASAR NAGAR, CHENNAI - 39	A
ENNORE WIRELESS STATION	CFA	TIRUVOTRIYUR HIGH ROAD, ENNORE,CHENNAI-19	A
VICTORIA CRESCENT QTRS	CFA	ETHIRAJ SALAI ,VC ROAD, EGMORE, CHENNAI -8	A
CGM OFFICE	HR	78, PURASAWALKAM HIGH ROAD, CHENNAI -10	A
KK ROAD ADMN BLDG	CFA	2, KUSH KUMAR ROAD, CHENNAI - 34	A

SECTION 9- PART - B

FINANCIAL BID (duly filled in e-format)

S.NO	CATEGORY OF SITE	NO OF Persons	BASIC RATE Per Person per Day (As Per MINIMUM WAGE ACT) in Rs.	Total Wages for One Month *	Service Charges In Rs. Per Shift	Gross Total Including Service Charges (5) + (6)	GST Applicable 18% on (7)	Gross Amount Inclusive Of GST (7) + (8)	Net Cost Excluding GST Per Year
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
1	A=URBAN	28	784						

Evaluation will be done based on the gross total amount quoted at Column 10 excluding GST credit.

* Per Month 30days taken for calculation.

***Note:**

1. Service charges quoted will remain fixed through the period of the tender, including the extension period.
1. Service Charges per shift should be in Rupees only and not as a percentage of basic rate per shift.
2. Minimum Wage, Per person/per shift (8 hours) as prescribed by Min.Lab., Govt. of India, presently(wef 01.04.2021) @ Rs.784/- for Area - A which is inclusive of Basic + VDA . In addition 13% EPF Employer contribution per 8 hour shift on Rs.500/- per day (Rs. Five hundred only) shall be paid by BSNL to the contractor on claim on monthly basis.
3. The basic rate comprises of Minimum wages notified by the government.
4. Also, in respect of persons engaged in areas where the scheme of ESI is available, the ESIC at 3.25%(Maximum ceiling wages Rs.21000/-) shall be reimbursed.
5. EPF should be paid through ECS mode only as per the latest instructions of EPF authorities. Software from EPF authorities should be used for payment of EPF using e payment mode. Proof for payment of EPF / ESI for the workers under the Contractor shall be submitted along with the bill every month.
6. Vide Payment of Bonus (Amendment) Act, 2015 - No.6 of 2016 it was clarified that, the wage limit for the purpose of bonus has been enhanced from Rs.10, 000/- to Rs.21, 000/- p.m. Since the wage limit for Bonus calculation has been fixed at Rs.21, 000/-, in the event of minimum wage exceeding Rs.21, 000/- due revision of wages, the basic rate per shift will be settled without bonus".

SECTION10



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* :

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

ANNEXURE I

THIS AGREEMENT IS EXECUTED ON the DAY OF , 2021

By and in Between

BSNL, Chennai Telephone District having office at 2,Kushkumar Road, Nungambakkam, Chennai 600034 and represented by General Manager (CFA) (hereinafter referred to as the 'Party of First Part' which expression shall include the legally constituted signatories, assigns, successors and officers duly empowered to execute such agreement) of the first part empowered to execute this agreement.

And

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

Whereas the Party of First Part i.e. General Manager (CFA), BSNL CHTD (A Govt. of India Enterprises) is and

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

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

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

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

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

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

Whereas the party of second part has offered to enter into the present agreement with the party of first part for services to be rendered, inter alia, for _____ and other services which are as given in Section 3 (Scope Of Work) on the terms and conditions herein contained and the rates approved by the party of first part _____

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

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

1. Article 1: SHORT TITLE EXTENT AND COMMENCEMENT

1.1 This agreement shall be for the purpose of 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, Share Holders, and Promoters.

2.2.2 Party of Second Part means

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

2.3 Expression of interest (EOI)

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

3. ARTICLE 3: PARTY OF FIRST PART PERMISSIONS

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

3.1 Use of premises

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

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

3.2 Disclaimer

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

3.2.2 At the end of the agreement all the equipment and infrastructure support shall remain with party of first part, in case those equipment's 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 (MTC)

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’s as per the requirement and need of efficient and effective execution of assigned work.

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

4.3 Maintenance of specified account/records

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

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

4.4 Staff recruitment and selection

4.4.1 The Party of Second Part shall appoint any staff at the pay scale prescribed by the various relevant statutory provisions as prescribed by the relevant competent instrumentalities of the government. The Party of Second Part unambiguously understands that the 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 First part, the Party of Second Part undertakes:

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

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

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

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

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

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

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

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

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

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

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

(b) The payment to the contract workers shall be made only through ECS in their Bank Account. Supporting records and statements are required to be kept in handy for the purpose of inspection by BSNL CO or Parliament committee or Labour Authorities.

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

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

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

d) Vide Payment of Bonus (Amendment) Act, 2015 - No.6 of 2016 it was clarified that, the wage limit for the purpose of bonus has been enhanced from Rs.10,000/- to Rs.21,000/- p.m. Since the wage limit for Bonus calculation has been fixed at Rs.21,000/-, in the event of minimum wage exceeding Rs.21,000/- due to revision of wages, the basic rate per shift will be settled without bonus".

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

4.13 Communication of the problems:

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

4.14 Maintenance of records

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

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

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

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

4.15 Execution of non-core activities:

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

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

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

4.16 Securities:

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

4.17 Code of conduct

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

4.18 Membership, affiliations:

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

4.19 Additional activities

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

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

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

4.22 The rates approved are inclusive of all taxes the payment will be subject to availability of funds after sanction of bill by the competent authority through ECS and deduction of Income Tax & all statutory/Govt. Taxes.

5. Article 5: CONSIDERATIONS

5.1 Monthly fee

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

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

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

5.2 Profit sharing

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

5.3 Taxes duties

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

GST at the prevailing rates will be paid.

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

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

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

7. Article 7: DISBURSEMENT TO PARTY OF FIRST PART

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

8. Article 8: LIMITATION OF AGREEMENT

8.1 Trademarks, trade names and trade secrets

8.1.1 The Party of Second Part shall not claim any ownership right in trade mark, trade name, design, copyright, goodwill which is not the subject matter of this agreement but

property of first party. It shall derive its power to use from the provision and clauses of this agreement only.

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

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

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

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

8.2 No 'Agency'

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

8.2.2 The parties here to 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.

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 under the Contract, including but not limited to:

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

(b) Abandonment of the works or any part thereof

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

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

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

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

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

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

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

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

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

10.3.7 Death of the party of second part

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

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

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

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

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

10.4.1 upon the expiry of the contracted period

10.4.2 upon occurrences of instances mentioned in clause above

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

11. Article 11: EFFECT OF NON- RENEWAL

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

12. Article 12: INDEMINIFICATION

12.1 Loses and damages

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

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

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

12.1.4 Personnel indemnification:

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

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

13. DIRECT SUPERVISION

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

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

- (a) Direct to take appropriate measures with respect to all its activities.
- (b) Call arbitrator to Assume direct supervision over the operations.
- (c) The Parties reserve the right to withdraw or report to the arbitrator at its discretion during the currency of the agreement if the condition so demand.

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

14. DEFAULTS

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

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

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

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

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

14.2.1 The party of the second part shall be responsible for calling the concerned officer In-charge at the work site (i.e. Telephone Exchange, BTS etc.) at the time of starting as well as end of duty. If at any of time the party of the second part fails to do so, 5% of the monthly contract amount will be deducted from the payment of the party of the second part for every such instance of such negligence on their part.

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

15. EFFECT OF REDRAFTING/RE-EXECUTION

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

16. MISCELLANEOUS /GENERAL CONDITION

All the terms & conditions said in this Tender vide AGM (Tender)/EOI/Infrastructure Mtce /21-22/1 dtd 07-07-2021 forms a part of this agreement.

16.1 Interpretation

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

16.2 Entire agreement

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

16.3 Non-waiver

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

16.4 Governing laws

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

16.5 Applicable laws

This agreement including any 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

No: AGM (Tender)/EOI/Infrastructure Mtce /21-22/1 dt. 07-07-2021

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,

This agreement consisting __ articles and running into pages (excluding the copies of resolution) carefully read, and after understanding the contents, was signed by the Party of Second Part and

The Party of First Part on the day _____ of 2021 at

Agreed and accepted

Signatures of Witnesses of parties are

BY Party of first part

Party of second part

Through authorized signatory

through authorized signatory

Shri.

Shri.

Witnesses:

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

APPENDIX

**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 GST, 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) Banning of Business for upto 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) Banning of Business for upto 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
	(iii) If detection of default after receipt of PG/ SD (DD, BG etc.)	i) Cancellation of APO ii) Rejection of Bid & iii) Forfeiture of PG/ SD iv) Banning of Business for upto 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 detection of default after issue of PO/ WO	i) Termination/ Short Closure of PO/WO and Cancellation of APO ii) Rejection of Bid & III) Forfeiture of PG/ SD. IV) Banning of Business for upto 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

No: AGM (Tender)/EOI/Infrastructure Mtce /21-22/1 dt. 07-07-2021

S. No.	Defaults of the bidder / vendor.	Action to be taken
A	B	C
1(b) contd .	<p>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.</p> <p>Note 4:- No further supplies are to be accepted except that required to make the already supplied items work.</p>	
2	<p>If vendor or his representative uses violent/ coercive means viz. Physical / Verbal means to threatens BSNL Executive / employees and/ or obstruct him from functioning in discharge of his duties & responsibilities for the following :</p> <p>a) Obstructing functioning of tender opening executives of BSNL in receipt/ opening of tender bids from prospective Bidders, suppliers/ Contractors.</p> <p>b) Obstructing/ Threatening other prospective bidders i.e. suppliers/ Contractors from entering the tender venue and/ or submitting their tender bid freely.</p>	<p>Banning of business for 3 years which implies Barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order.</p>
3	<p>Non-receipt of acceptance of APO/ AWO and SD/ PG by L-1 bidder within time period specified in APO/ AWO.</p>	<p>Enforcement of Bid security declaration</p>
4.1	<p>Failure to supply and/ or Commission the equipment and /or execution of the work at all even in extended delivery schedules, if granted against PO/ WO.</p>	<p>i) Termination of PO/ WO. ii) Under take purchase/ work at the risk & cost of defaulting vendor. iii) Recover the excess charges if incurred from the PG/ SD and outstanding bills of the defaulting Vendor.</p>
4.2	<p>Failure to supply and/ or Commission the equipment and /or execution of the Work in full even in extended delivery schedules, if granted against PO/ WO.</p>	<p>i) Short Closure of PO/ WO to the quantity already received by and/ or commissioned in BSNL and/ or in pipeline provided the same is usable and/or the Vendor promises to make it usable. ii) Under take purchase/ work for balance quantity at the risk & cost of defaulting vendor. iii) Recover the excess charges if incurred from the PG/ SD and outstanding bills of the defaulting Vendor.</p>

S. No.	Defaults of the bidder / vendor.	Action to be taken
A	B	C
5.1	The supplied equipment does not perform satisfactory in the field in accordance with the specifications mentioned in the PO/ WO/Contract.	i) If the material is not at all acceptable, then return the non-acceptable material (or its part) & recover its cost, if paid, from the o/s bills/ PG/ SD. OR ii) If the material is inducted in network & it is not possible to return it and/ or material is acceptable with degraded performance, the purchaser may determine the price for degraded equipment (Financial penalty = Price – price determined for degraded equipment) himself and/ or through a committee. Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD.
5.2	Major quality problems (as established by a joint team/ committee of User unit(s) and QA Circle) / performance problems and non-rectification of defects (based on reports of field units and QA circle).	i) If the material is not at all acceptable, then return the non-acceptable material (or its part) & recover its cost, if paid, from the o/s bills/BG/SD OR ii) If the material is inducted in network & it is not possible to return it and/ or material is acceptable with degraded performance, the purchaser may determine the price for degraded equipment (Financial penalty = Price – price determined for degraded equipment) himself and/ or through a committee. Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD and iii) Withdrawal of TSEC/ IA issued by QA Circle.
6	Submission of claims to BSNL against a contract	i) Recovery of over payment from the outstanding dues of Vendor including EMD/ PG & SD etc. and by invoking 'Set off' clause 10 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 CHTD or not.		

S. No.	Defaults of the bidder / vendor.	Action to be taken
A	B	C
7	a) Network Security/ Safety/ Privacy:- If the vendor tampers with the hardware, software/ firmware or in any other way that	i) Termination of PO/ WO. ii) Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL CHTD for 3 years from date of issue of banning order. iii) Recovery of any loss incurred on this account from the Vendor from its PG/ SD/ O/s bills etc.
	b) Disrupts/ Sabotages functioning of the BSNL network equipment's such as exchanges, BTS, BSC/ MSC, Control equipment including IN etc., transmission equipments but not limited to these elements and/ or any other TSP through BSNL.	iv) Legal action will be initiated by BSNL against the Vendor if required.
	c) Tampers with the billing related data/ invoicing/ account of the Customer/ User(s) of BSNL and/ or any other TSP(s).	
	d) hacks the account of BSNL Customer for unauthorized use i.e. to threaten others/ spread improper news etc.	
	e) Undertakes any action that affects/ endangers the security of India.	
8	If the vendor is declared bankrupt or insolvent or its financial position has become unsound and in case of a limited company, if it is wound up or it is liquidated.	i) Termination/ Short Closure of the PO/ WO ii) Settle bills for the quantity received in correct quantity and quality if pending items do not affect working or use of supplied items. iii) No further supplies are to be accepted except that required to make the already supplied items work. iv) In case of turnkey projects, If the material is commissioned and is usable without any degradation of performance, then settle bills for the acceptable equipment/ material (or its part). v) In case of turnkey projects, if the material is inducted in network & it is not possible to return it and/ or material is acceptable with degraded performance, the purchaser may determine the price for degraded equipment (Financial penalty = Price – price determined for degraded equipment) himself and/ or through a committee. Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD.

No: AGM (Tender)/EOI/Infrastructure Mtce /21-22/1 dt. 07-07-2021

S. No.	Defaults of the bidder / vendor.	Action to be taken
A	B	C
9	In the event of the vendor, its proprietor, Director, partner is / are convicted by a Court of Law following prosecution for offences involving moral turpitude in relation to the business dealings.	<ul style="list-style-type: none"> 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.
	<ul style="list-style-type: none"> a) in spite of order of Arbitrator. b) in spite of court orders 	<ul style="list-style-type: none"> iii) Take legal recourse i.e. filing recovery suite in appropriate court. 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 CHTD from date of issue of banning order or till the date by which vendor clears the BSNL's dues, whichever is later.
11	If the Central Bureau of Investigation/ Independent External Monitor (IEM) / Income Tax/ GST/ Excise / Custom Departments recommends such a course	Take Action as per the directions of CBI or concerned department.

S. No.	Defaults of the bidder / vendor.	Action to be taken
A	B	C
12	<p>The following cases may also be considered for Banning of business:</p> <p>(a) If there is strong justification for believing that the proprietor, Manager, Managing Director, Director, partner, employee or representative of the vendor/supplier has been guilty of malpractices such as bribery, Corruption, fraud, substitution of tenders, interpolation, misrepresentation with respect to the contract in question.</p> <p>(b) If the vendor/ supplier fails to execute a contract or fails to execute it satisfactorily beyond the provisions of Para 4.1 & 4.2.</p>	<p>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 CHTD for 3 years from date of issue of banning order.</p>
	<p>(c) If the vendor/ supplier fails to submit required documents/ information, where required.</p>	
	<p>(d) Any other ground which in the opinion of BSNL CHTD is just and proper to order for banning of business dealing with a vendor/ supplier.</p>	
<p>Note 7: The above penalties will be imposed provided it does not clash with the provision of the respective tender.</p>		
<p>Note 8:-In case of clash between these guidelines & provision of invited tender, the provision in the respective tender shall prevail over these guidelines.</p>		
<p>Note 9: Banning of Business dealing order shall not have any effect on the existing/ ongoing works/ AMC / CAMC which will continue along with settlement of Bills.</p>		

END OF THE E-TENDER DOCUMENT