



**भारत संचार निगम लिमिटेड**

( भारत सरकार का उपक्रम )

**BHARAT SANCHAR NIGAM LIMITED**

(A Govt. of India Enterprise)

**CHENNAI TELEPHONES**

**O/o PR. GENERAL MANAGER (SOUTH)  
40-E, CIPET Road, Thiru-vi-ka Industrial Estate,  
Guindy, Chennai – 600 032**

## **e- Tender document**

**for Expression Of Interest (EOI) for Infrastructure maintenance  
at selected Telecom Sites in the zone of  
Deputy General Manager (NWO-CHR), South area of  
Chennai Telephone District**

**TENDER No: PGM(S)/NWO-CHR/EOI-Infrastructure Mtce/2022-23 Dated 01/07/2022**

**O/o Deputy General Manager (NWO-CHR),  
BSNL, Chennai Telephones,  
Chrompet Telephone Exchange  
No.79, GST Road,  
Chrompet, Chennai – 600 047.**

**SINGLE STAGE TENDER - (TECHNICAL BID & FINANCIAL BID)**

**“Certified that the tender document contains 72 Pages only”**



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**BHARAT SANCHAR NIGAM LIMITED**

(A Govt. of India Enterprise)

CHENNAI TELEPHONES

**TENDER FORM**

**Expression of Interest (EOI) for Maintenance and  
upkeep of parts of its telecom infrastructure at selected Telecom Sites  
in the zone of Deputy General Manager(NWO-CHR), South area  
of Chennai Telephone District  
through E -tendering**

**Tender No: PGM(S)/NWO-CHR/EOI-Infrastructure Mtce/2022-23 Dated 01/07/2022**

**Cost of the Tender Form: Rs. 2360/- (Rs.2000 +GST 18 %)  
Bid security: Rs.5,04,238/- (Rupees Five lakhs four thousand two  
hundred and thirty eight only)**

**Tender forms available @ [www.tenderwizard.com/BSNL](http://www.tenderwizard.com/BSNL) following  
“Link for E-tenders by Bharat Sanchar Nigam Limited  
and Tenders free view”.**

**DUE DATE /TIME OF RECEIPT : 1400 HRS OF 10-11-2022**

**DUE DATE /TIME OF OPENING : 1500 HRS OF 10-11-2022**

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

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

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

**CHENNAI TELEPHONES**

**NOTICE INVITING TENDER**

**TENDER No: PGM(S)/NWO-CHR/EOI-Infrastructure Mtce/2022-23**

**Dated 01/07/2022**

Sealed Tenders are invited by PGM(South), BSNL, CHENNAI TELEPHONES for **INFRASTRUCTURE MAINTANENCE** at selected Telecom Sites in the zone of **Deputy General Manager(NWO-CHR), South area of Chennai Telephone District** through **E –tendering**.

This e-Tender is being conducted through e-procurement Portal <https://www.tenderwizard.com/BSNL> . For further details, please refer the details given below in this e-tender document.

**DEPUTY GENERAL MANAGER(NWO-CHR)**



**Bharat Sanchar Nigam Limited**  
(A Govt. of India Enterprise)  
O/O PR. GENERAL MANAGER (SOUTH)  
40-E, CIPET Road, Thiru-vi-ka Industrial Estate,  
Guindy, Chennai – 600 032.

**NOTICE INVITING EXPRESSION OF INTEREST**

**No: PGM(S)/NWO-CHR/EOI-Infrastructure Mtce /2022-23 dated 01/07/2022**

Digitally sealed tenders on Rupee payment basis are invited through e-tendering process for the Expression of Interest (EOI) on behalf of Pr. General Manager (South), Chennai Telephones from interested parties with valid GST registration for services in Tamilnadu & Chennai for maintenance and upkeep of parts of its telecom infrastructure maintenance at selected Telecom Sites in the zone of Deputy General Manager(NWO-CHR), Chennai South area of Chennai Telephone District through e -tendering. The prescribed EOI e-tender document may be obtained from <https://www.tenderwizard.com/BSNL>. Bid Security and Cost of EOI e-tender document shall be drawn as DD from any of the Nationalised Bank in favour of BSNL, Chennai Telephones payable at Chennai. The payment of Bid Security and Cost of e-tender document shall be exempted to NSIC/MSME registered bidders on production of requisite proof in respect of valid certification from NSIC/MSME for the tendered item/work.

Estimated Cost of this tender : Rs. 1.68 crores.

EMD : Rs. 5,04,238/-

Last date of Receipt of EOI : 1400 HRS of 10-11-2022

Date of opening of EOI : 1500 HRS of 10-11-2022

**On-line Submissions :**

The entire bid-submission would be online on the portal of M/s ITI Limited <https://www.tenderwizard.com/BSNL>. Broad outline of submissions are as follows:

- (i) Digitally signed copy of Tender Documents and Addendums, Corrigendums, if any.
- (ii) Submission of Eligibility documents – Scanned copies of Bid Security/ Earnest Money Deposit (EMD), Tender Document fee, Tender Processing Fee of M/s ITI Limited as per Para 7(iii) of “INFORMATION AND SPECIAL INSTRUCTIONS FOR BIDDERS”.
- (iii) Two Electronic Envelopes containing
  1. Technical Bid – Check List as per Para 14 of “Instructions to Bidders and Terms & Conditions”.
  2. Financial Bid (Price Bid).

**1. Offline Submissions (Physical document submission) :**

The bidder is requested to submit the following documents (in original)

- (i) GST registration for services in Tamilnadu and Chennai
- (ii) EMD/Bid Security,

**TENDER No: PGM(S)/NWO-CHR/EOI-Infrastructure Mtce/2022-23 Dated 01/07/2022**

- (iii) Tender Document Fee,
- (iv) Power of Attorney in accordance with Clause No. 13.3 of Section 4 Part A for authorization for executing the Tender, if required.
- (v) Duly signed “Declaration under his digital signature that no addition / deletion / corrections have been made in the downloaded e-tender document being submitted and it is identical to the e-tender document appearing on e-tender Portal”.
- (vi) Request for claiming exemption of Bid security & tender document fee and Proof in respect of valid certification from NSIC/MSME for the tendered item/work

in separate cover to **DGM(NWO-CHR), BSNL, CHENNAI TELEPHONES, CHROMEPET TELEPHONE EXCHANGE, NO:79,GST ROAD,CHROMEPET CHENNAI 600047** on or before the date & time of submission of bids specified in covering letter of this tender document, in a Sealed Envelope. The envelope shall bear (Name of the Work), the tender number and the words ‘**DO NOT OPEN BEFORE**’ (**due date &time**) as mentioned in the Clause 14 of EOI document.

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

2. The Pr. General Manager (South), Chennai Telephones reserves the right to reject any or all of the EOI without assigning any reason whatsoever. He is not bound to accept the lowest tender.
3. The bidders downloading the e-tender document are required to submit the tender fee amount through DD / Bankers cheque of an amount of Rs 2360/- along with the tender bid, failing which the tender bid shall be left unopened/rejected. The DD/banker’s cheque shall be drawn from any Nationalized/Scheduled bank in favour of BSNL, Chennai Telephones and payable at Chennai.
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.**
5. **Availability of tender document:-** The e-tender document shall be available for downloading from **1200 HRS of 21.10.2022 to 1600 HRS of 09.11.2022.**

**Date & Time of Submission of e-Tender bid:**

**Last Date/ Time of submission of e-Bid Online: up to 1400 HRS of 10.11.2022.**

**Last Date/Time of submission of documents in hard copy: up to 1400 HRS of 10.11.2022.**

**Note:-** In case the date of submission (opening) of bid is declared to be a holiday, or unforeseen internet failure at the opening venue on the scheduled opening date, 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.

6. **Online opening of Tender e-Bids: At 1500 HRS of 10.11.2022.**
7. **Place of opening of Tender e-bids:** BSNL has adopted e-tendering process which offers a unique facility for 'Public Online Tender Opening Event (TOE). BSNL's Tender Opening Officers as well as authorized representatives of bidders can attend the Public Online Tender Opening Event (TOE) from the comfort of their offices.
8. However, if required, authorized representatives of bidders (i.e. Supplier organization) can attend the TOE at the **Deputy General Manager/NWO/CHR, Chromepet Telephone Exchange, No.79, GST Road, Chromepet, Chennai – 600 047**, where BSNL's Tender Opening Officers would be conducting Public Online Tender Opening Event (TOE).
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 bidder shall furnish a declaration under his digital signature that no addition / deletion / corrections have been made in the downloaded e-tender document being submitted and it is identical to the e-tender document appearing on e-tender Portal (<https://www.tenderwizard.com/BSNL>).
12. **In case of any correction/ addition/ alteration/ omission in the e-tender document, the tender bid shall be treated as non-responsive and shall be rejected summarily.**
13. For further instructions regarding submission of bids online the bidder shall visit the homepage of the portal (<https://www.tenderwizard.com/BSNL>).

**Note:** - All documents submitted in the e-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. Please take care to scan documents that total size of documents to be uploaded remains minimum. If required, documents may be scanned at lower resolutions say at 150dpi. However, it shall be sole responsibility of bidder that the uploaded documents remain legible.

**INFORMATION AND SPECIAL INSTRUCTIONS FOR BIDDERS  
FOR e-TENDERING at <https://www.tenderwizard.com/BSNL>**

**I. GENERAL**

Submission of Online Bids 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 e-Tendering, BSNL, CHENNAI TELEPHONES South Business Area (SBA), has decided to use the portal (<https://www.tenderwizard.com/BSNL>) of M/s ITI a Government of India Undertaking. Benefits to suppliers/service providers are outlined on the Homepage of the portal. Those suppliers/service providers not registered on the website mentioned above, are required to get registered beforehand. The intending bidder must read the terms and conditions of this tender carefully. He should only submit his bid if he considers himself eligible and he is in possession of all the documents required. The department reserves the right to reject any prospective application without assigning any reason and to restrict the list of qualified contractors to any number deemed suitable by it, if too many bids are received satisfying the laid down criteria.

**II. INSTRUCTIONS**

- 1. Information and instructions for bidders posted on website [www.tenderwizard.com/BSNL](https://www.tenderwizard.com/BSNL) shall form part of bid document. If not registered, the intending tenderers should get themselves registered with M/s ITI Limited, as per instructions on their web site, by paying applicable fee as per Govt. of India ruling.**
- 2. Online Bidding Methodology:**  
Sealed Bid System – Two Stages  
Financial bids & Technical bids shall be submitted by the bidder at the same time. E-Reverse Auction/negotiation (if required by BSNL, CHENNAI TELEPHONES SBA) after opening of Financial bids.
- 3. Broad outline of activities from Bidders prospective:**
  - (i) Procure a Digital Signing Certificate (Class III) (DSC).
  - (ii) Register on Electronic E-Tendering (<https://www.tenderwizard.com/BSNL>).
  - (iii) Create Users and assign roles on <https://www.tenderwizard.com/BSNL>.
  - (iv) View Notice Inviting E-Tender (NIT) on <https://www.tenderwizard.com/BSNL>.
  - (v) Download Official Copy of E-Tender Documents from <https://www.tenderwizard.com/BSNL>.
  - (vi) Clarification to E-Tender Documents on <https://www.tenderwizard.com/BSNL> – Query to BSNL (Optional) – View response to queries posted by BSNL, through addenda.
  - (vii) Bid-Submission on <https://www.tenderwizard.com/BSNL>: Prepare & arrange all document/paper for submission of bid online and offline.



- (viii) Attend Public Online E-Tender Opening Event (TOE) on <https://www.tenderwizard.com/BSNL> – Opening of Technical Part.
- (ix) Post-TOE Clarification on <https://www.tenderwizard.com/BSNL> (Optional) – Respond to BSNL’s Post-TOE queries.
- (x) Attend Public Online E-Tender Opening Event (TOE) on <https://www.tenderwizard.com/BSNL> – Opening of Financial Part (only for Technical Responsive Bidders).

**4. Contractor must ensure to quote the Service Charges @ appropriate column in Price Bid. Therefore, if any cell is left blank and no rate is quoted by the bidder, rate of such item shall be treated as "0" (ZERO). Conditional tender shall be rejected.**

5. For participating in this E-Tender online, the following instructions are to be read carefully. These instructions are supplemented with more detailed guidelines on the relevant screens of the <https://www.tenderwizard.com/BSNL>.

**Note 1:** It is advised that all the documents to be submitted are kept scanned and converted to PDF format in a separate folder on your computer before starting online submission. The Price bid (Excel Format) may be downloaded and rates may be filled appropriately. This file may also be saved in a secret folder on your computer.

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

**6. Digital Certificates:**

For integrity of data and its 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 (Class III) (DC), also referred to as Digital Signature Certificate (DSC), of Class-III issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA). [refer <http://www.cca.gov.in>].

**7. REGISTRATION:**

- (i) The E-Tender document can be downloaded from the website: [www.tenderwizard.com/BSNL](http://www.tenderwizard.com/BSNL) and to be submitted in the e-format. Cost of the E-Tender Document (in the form of DD) and Bid Security (in the form of DD – in original) have to be submitted to concern SSA as per address given in Bid document before the scheduled date and time of submission of the E-Tender otherwise the Bid will not be considered.
- (ii) Amendments, if any, to the E-Tender documents will be notified in the above website as and when such amendments are notified. It is the responsibility of the bidders who have downloaded the E-Tender document from the website to keep themselves abreast of such amendments before submitting the E-Tender document. Intending bidders are requested to register themselves with M/s ITI

through [www.tenderwizard.com/BSNL](http://www.tenderwizard.com/BSNL) for obtaining user-id, Digital Signature etc. by paying Vendor registration fee and processing fee for participating in the above mentioned E-Tender. The Pr. General Manager (South) BSNL, CHENNAI TELEPHONES, has decided to use process of e-E-Tendering for inviting this E-Tender and thus the physical copy of the E-Tender would not be sold.

- (iii) The Tenderers are required to pay “ 0.05 % of Total Estimated cost of Tender or as decided by the Application Service Provider ” { ASP (i.e.,) To be paid to the E - Portal vendor - M/s ITI Limited }

**Note: After successful submission of Registration details and Vendor Registration fee and processing fee (as applicable), please contact ITI.**

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

- (i) Security related functionality has been rigorously implemented in [www.tenderwizard.com/BSNL](http://www.tenderwizard.com/BSNL) in a multi-dimensional manner. Starting with 'Acceptance of Registration by the Service Provider', provision for security has been made at various stages in Electronic Tender's software. Security related aspects as regard Bid Submission are outlined below:
- (ii) As part of the Electronic Encrypted™ functionality, the contents of bid are securely encrypted using Public-Key of the specified officer of a Buyer organization. Bid-encryption in [www.tenderwizard.com/BSNL](http://www.tenderwizard.com/BSNL) is such that the Bids cannot be decrypted before the Public Online Tender Opening Event (TOE), even if there is connivance between the concerned tender-opening officers of the Buyer organization and the personnel of e-tendering service provider.
- (iii) There is an additional protection with SSL Encryption during transit from the client-end computer of a Supplier organization to the e-tendering server/ portal

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

- (i) [www.tenderwizard.com/BSNL](http://www.tenderwizard.com/BSNL) offers a unique facility for 'Public Online Tender Opening Event (TOE)'. Tender Opening Officers as well as authorized representatives of bidders can attend the Public Online Tender Opening Event (TOE) from the comfort of their offices. For this purpose, representatives of bidders (i.e. Supplier organization) dully authorized are requested to carry a Laptop and Wireless Connectivity to Internet.
- (ii) Every legal requirement for a transparent and secure 'Public Online Tender Opening Event (TOE)' has been implemented on [www.tenderwizard.com/BSNL](http://www.tenderwizard.com/BSNL). [www.tenderwizard.com/BSNL](http://www.tenderwizard.com/BSNL) has a unique facility of 'Online Comparison Chart' which is dynamically updated as each online bid is opened. The format of the

chart is based on inputs provided by the Buyer for each Tender. The information in the Comparison Chart is based on the data submitted by the Bidders in electronic forms. A detailed Technical and/ or Financial Comparison Chart enhance Transparency.

- (iii) There are many more facilities and features on [www.tenderwizard.com/BSNL](http://www.tenderwizard.com/BSNL). For a particular tender, the screens viewed by a Supplier will depend upon the options selected by the concerned Buyer.

10. Important Note:

**In case of internet related problem at a bidder's/BSNL 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 eProcurement/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).**

11. **Other Instructions**

- (i) For further instructions, the vendor should visit the home-page of the portal (<https://www.tenderwizard.com/BSNL>), and go to the Vendor-Help Manual.
- (ii) Important Note: It is strongly recommended that all authorized users of Supplier organizations should thoroughly peruse the information provided under the relevant links, and take appropriate action. This will prevent hiccups, and minimize teething problems during the use of <https://www.tenderwizard.com/BSNL>.

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

- (i) Obtain individual Digital Signing Certificate (Class III) (DSC or DC) well in advance of your first tender submission deadline on <https://www.tenderwizard.com/BSNL>
- (ii) Register your organization on <https://www.tenderwizard.com/BSNL> well in advance of your first tender submission deadline on <https://www.tenderwizard.com/BSNL>.
- (iii) Get your organization's concerned executives trained on <https://www.tenderwizard.com/BSNL> well in advance of your first tender submission deadline on <https://www.tenderwizard.com/BSNL>.
- (iv) Submit your bids well in advance of tender submission deadline on <https://www.tenderwizard.com/BSNL> (At least one day before the deadline) (There could be last minute problems due to internet timeout, breakdown, etc.).

- (v) While the first three instructions mentioned above are especially relevant to first-time users of <https://www.tenderwizard.com/BSNL>, the fifth instruction is relevant at all times.

**13. Minimum Requirements at Bidders end**

- (i) **Computer System with good configuration (Min P IV, 1 GB RAM, Windows 7)**
- (ii) **Broadband connectivity.**
- (iii) **Microsoft Internet Explorer 6.0 or above**
- (iv) **Digital Certificate (Class III)(s)**

14. Helpdesk (as given below) to get your registration accepted/activated.

**Helpdesk**

Telephone/ Mobile No.           9894191904 – Shri. S. Dinesh  
   9962676264 / 8098469169- Shri. Kirubakaran

**E-mail ID**

**twhelpdesk438@gmail.com,**  
**twhelpdesk679@gmail.com,**  
**twhelpdesk444@gmail.com,**  
**bsnltwhelpdesk@gmail.com**

15. BSNL Contact:

**BSNL Contact-1**

BSNL's Contact Person Smt. T.DEVIPRIYA, AGM/CHR/INTL  
 Telephone           9444905050  
 E-mail ID            : agm.intl.chr@gmail.com

**BSNL Contact-2**

BSNL's Contact Person Smt J. RAJESWARI,SDE(CHR)INTL,  
 Telephone           044-22510123  
 E-mail ID            : chr251@yahoo.co.in

## **Instructions to Bidders and Terms & Conditions**

### **1. Introduction**

1.1. Bharat Sanchar Nigam Limited (BSNL), 100% owned by Government of India, with the dominant market share in the Wire line Telephony, Wireless Telephony, Broadband & Internet services besides other data services like MPLS- VPN, Leased circuits etc. BSNL is the largest Internet Service Provider (ISP) of India. As a leading telecom player, BSNL controls a wide range of telecom infrastructure such as Main Exchange Buildings, RSU Exchange Buildings, Transmission Centre Buildings, BTS sites, billing centers, customer care centers etc.

### **2. Purpose of the EOI**

2.1. BSNL, CHENNAI TELEPHONES (from here on 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, which can be extended suo moto further up to a period of six months as per performance.**

### **3. General requirement**

3.1. BSNL, CHENNAI TELEPHONES intends to contract infrastructure maintenance services Annexure (D) at selected Telecom Sites in the zone of Deputy General Manager, (NWO-CHR), Chennai South area of Chennai Telephone District. These may be required for different timeframes at different installations as per requirement (Annexure E). Contractors need to bid for the provision of services at all sites in a unit.

### **4. Eligibility Requirements**

- 1.1. The contractor /bidder must have minimum one year experience in the field and have a turnover of not less than Rupees Fifty Five Lakhs during each of the preceding two financial years.**
- 1.2. The Persons deployed should be physically fit to handle all the services mentioned in Annexure-D.
- 1.3. List of Documents for eligibility requirement as mentioned in Para 13 of this document.

### **5. Financial Requirement**

- 5.1 The contractors/suppliers (including MSMEs) shall furnish performance security (Performance Guarantee) to BSNL, CHENNAI TELEPHONES for an amount equal to 3% of value of contract awarded within 14 days from the date of issue of Advance Work order by BSNL, CHENNAI TELEPHONES.**

5.2 Contractor shall submit the aforesaid Performance Bank Guarantee of the said amount or as BSNL, CHENNAI TELEPHONES may recommend from time to time. The performance Bank Guarantee shall be valid for the contract period (including extension period, if any) + 6 months from the date of award of contract. Without prejudice to other rights and remedies available to BSNL, CHENNAI TELEPHONES, BSNL, CHENNAI TELEPHONES reserves the right to forfeit/adjust the said Performance Bank Guarantee in full or part or any sum due from the contractor to BSNL, CHENNAI TELEPHONES at any time. Contractor shall continue to be liable for balance if any. BSNL, CHENNAI TELEPHONES reserves the right to increase the amount of Performance Bank Guarantee at any time in its own discretion with respect to any/some/all such contractors.

**5.3 BID Security: The bidder must deposit Rs. 5,04,238/- (Rupees Five lakhs four thousand two hundred and thirty eight only) as Bid Security. The Bid Security shall be in the form of Demand Draft drawn in favour of BSNL, Chennai Telephones, from any Nationalised/ Scheduled Bank and may be submitted in separate cover besides uploading the scanned copy. “Bid Security does not carry interest”. The successful bidder’s security will be discharged upon the bidder’s acceptance of the award of contract on furnishing the Performance Bank Guarantee in accordance with clause 5.1.**

**5.4** The bid security may be forfeited –

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

5.4.2 If the successful bidder fails

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

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

5.5 Bid shall remain valid for 180 days only from the date of opening of the bid.

## **6. Evaluation Criteria**

6.1 **The Evaluation will be based on the service charges per shift per month (Rs. /month) of Annexure F.**

6.2 **Contractor Service Charges quoted rates should be a realistic value.**

6.3 **The work will be awarded to the lowest tenderer only who complies with Minimum Wages Act etc.** BSNL reserves the right for the placement of order of entire work on the L1 bidder or two bidders. If L2 bidder is not accepting the approved L1 rate, counter offer will be made to L3, L4 bidders and so on. However, the award of work will be restricted to 2 bidders only at the approved L1 rate in the ratio of 70:30.

6.4 If no bidder accepts the counter offer BSNL reserves the right to place the order for the entire work (ie.100%) on L-1 bidder only.

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

6.6 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. Award of contract and Agreement period**

7.1. BSNL-CHENNAI TELEPHONES shall consider award of contract only to those eligible bidders whose offers have been found technically, commercially and financially Compliant. The agreement shall be valid for a period of one year and will be extended suo-moto on same terms and conditions not more than six months 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, CHENNAI TELEPHONES, one month prior to the end of the agreement.

**8. Right**

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

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

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

8.4. PGM(South),BSNL,Chennai Telephones reserves the right to cancel this tender at any point of time i.e.before/during/after the processing without assigning any reason.”

**9. Responsibilities of Contractor**

9.1. The contractor shall be responsible for provision of the services as per Annexure D, E at the site premises during the service timings specified for each site. The sites will be classified by BSNL, CHENNAI TELEPHONES into three categories (A). Annexure D lays out the services required at each type of site. At each site, the services may be required in one, two, three or four standard (08) eight hour shifts and the proposed shift timings are provided in Annexure E.

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

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

9.2. This clause (clause 9.2) is applicable only for sites requiring services as specified in Items 5, 6 or 7 as per Annexure D. The contractor's representatives

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

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

## **10. Inspection**

10.1. BSNL, CHENNAI TELEPHONES 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, CHENNAI TELEPHONES to recover the same from him through the PBG or future bills.

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

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

- 11.1.1. BSNL, CHENNAI TELEPHONES reserves the right to disqualify such bidders who have a record of not meeting contractual obligations against earlier contracts entered into with the BSNL.
- 11.1.2. The BSNL, CHENNAI TELEPHONES reserves the right to black list a bidder for a suitable period in case he fails to honour his bid without sufficient grounds.
- 11.1.3. The BSNL, CHENNAI TELEPHONES reserves the rights to counter offer price(s) against price(s) quoted by any bidder.
- 11.1.4. BSNL, CHENNAI TELEPHONES also reserves the right to award the work amongst more than one bidder.
- 11.1.4a. If no bidder accepts the counter offer BSNL reserves the right to place the order for the entire work (ie.100%) on L-1 bidder only.



- 11.1.5. Any clarification issued by BSNL, CHENNAI TELEPHONES, in response to query raised by prospective bidders shall form an integral part of bid documents and it may amount to amendment of relevant clauses of the bid documents.
- 11.1.6. The BSNL, CHENNAI TELEPHONES reserves the right to change the terms of trade from time to time with notice period of 30 days.
- 11.1.7. The BSNL, CHENNAI TELEPHONES reserves the right to withhold or delay the payment for the contractor in case of any pending disputes.
- 11.1.8. ARBITRATION (Applicable in case of supply orders/Contracts with firms, other than Public Sector Enterprise)

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

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

(2) The number of the arbitrators and the appointing authority will be as under:

Claim amount (excluding claim for counter claim, if any)	No. of Arbitrator	Appointing Authority
Upto Rs.5 crores	Sole Arbitrator to be appointed from a panel of Arbitrators of BSNL	BSNL
Above Rs.5 crores	3 Arbitrators	One Arbitrator by each party and the 3rd arbitrator, who shall be the presiding Arbitrator, by the two Arbitrators. BSNL will appoint its arbitrator from its panel.

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

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.

- (4) Parties agree that neither party shall be entitled for any pre-reference or pendentelite interest on its claims. Parties agree that any claim for such interest made by any party shall be void.
- (5) Unless otherwise decided by the parties, Fast Track procedure as prescribed in Section 29 B of the Arbitration Conciliation Act, 1996 for resolution of all disputes shall be followed, where the claim amount is upto Rs. 5 crores.

**29 B. Fast track procedure:**

- (1) Notwithstanding anything contained in this Act, the parties to an arbitration agreement, may, at any stage either before or at the time of appointment of the arbitral tribunal, agree in writing to have their dispute resolved by fast track procedure specified in sub-section (3).
- (2) The parties to the arbitration agreement, while agreeing for resolution of dispute by fast track procedure, may agree that the arbitral tribunal shall consist of a sole arbitrator who shall be chosen by the parties.
- (3) The arbitral tribunal shall follow the following procedure while conducting arbitration proceedings under sub-section (1):-
  - (a) The arbitral tribunal shall decide the dispute on the basis of written pleadings, documents and submissions filed by the parties without oral hearing,.
  - (b) The arbitral tribunal shall have power to call for any further information or clarification from the parties in addition to the pleadings and documents filed by them;
  - (c) An oral hearing may be held only, if, all the parties make a request or if the arbitral tribunal considers it necessary to have oral hearing for clarifying certain issues;
  - (d) The arbitral tribunal may dispense with any technical formalities, if an oral hearing is held, and adopt such procedure as deemed appropriate for expeditious disposal of the case.
- (4) The award under this section shall be made within a period of six months from the date the arbitral tribunal enters upon the reference.
- (5) If the award is not made within the period specified in sub-section (4), the provisions of sub- sections (3) to (9) of Section 29 A 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 award (counted from the date the 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) The Arbitration proceeding shall be held at New Delhi or Circle or SSA Headquarter (as the case may be).

(10) Subject to the aforesaid conditions, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof shall apply to the arbitration proceedings under this clause.

11.2. Following Arbitration Clause may be incorporated in Contracts POs, APOs, Tenders, Eols, etc. between BSNL and Central/State Government (s) as the case may be in terms of DPE guidelines for settlement of commercial disputes between Public Sector Enterprises inter-se and Public Sector Enterprise(s) and Government Department(s) through Permanent Machinery of Arbitrators (PMA) in the Department of Public Enterprises.

In the event of any dispute or difference relating to the interpretation and application of the provisions of the contracts, such dispute or difference shall be referred by either party for Arbitration to the sole Arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference the dispute shall be decide by the Law Secretary or the Special Secretary/Additional Secretary, when so authorized by the Law Secretary, whose decision shall bind the Parties finally and conclusively. The Parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.

Further, with regard to already signed/existing contracts, existing Arbitration clause for sole arbitrator can be invoked in case the parties waive, subsequent to disputes having arisen between them, the applicability of sub-section (5) of section 12 by an express agreement in writing.

- 11.1.9. PGM(South),BSNL,Chennai Telephones reserves the right to cancel this tender at any point of time i.e.before/during/after the processing without assigning any reason.BSNL Chennai Telephones' decision will be final on all matters relating to the business and will be binding on the contractor.

- 11.1.10. It will be BSNL CHENNAI TELEPHONES's endeavour to make the payment to the contractors as per the schedule, however this may stretch beyond the scheduled time only in case of delays in getting claims from the contractors or in case of incorrect claims.
- 11.1.11. The payment to the contractors will be made through NEFT after deducting applicable taxes including GST.
- 11.1.12. All contractor's representatives will report to Competent Authority through the nodal officer/building-in-charge/Telephone exchange-in-charge appointed by Competent Authority.
- 11.1.13. All present, future & additional taxes /levies/ duties etc. that may be levied by the Govt. /Local authorities etc. will be borne by the contractor.
- 11.1.14. The contractor's representatives shall comply with all applicable laws, by-Laws, rules, regulations, orders, directions, notifications etc of the Govt./ Court/Tribunals and shall also comply with all directions issued by BSNL, CHENNAI TELEPHONES and provide BSNL, CHENNAI TELEPHONES with all information and cooperation that BSNL, CHENNAI TELEPHONES may reasonably require from time to time.
- 11.1.15. The contractor's representatives have to fully cooperate with BSNL, CHENNAI TELEPHONES to investigate any complaint from the public/staff.
- 11.1.16. The contractor shall ensure provision of necessary safety devices tools/ kits etc required for discharge of services as mentioned in Annexure D at his own cost and shall recoup the same from time to time.
- 11.1.17. Contractor shall be liable for all payments of wages, to his employees & shall comply with all statutory Laws, rules, relating to employment, wages, PF, Industrial Disputes Act etc.
- 11.1.18. The Contractor shall be liable for any theft, sabotage etc. of BSNL, CHENNAI TELEPHONES property and the damages/losses if any will be recovered from the contractor. The contractor shall report any such incident to the site in charge immediately.
- 11.1.19. A. The Contractor agrees to protect, defend, indemnify and hold harmless BSNL, CHENNAI TELEPHONES and its employees, officers, directors, agents or representatives from and against any and all liabilities, damages, fines, penalties and costs (including legal costs and disbursements) arising from or relating to:
  - (a) Any breach of any statute, regulation, direction, orders or standards from any Governmental body, Agency, Telecommunications Operator or Regulator applicable to such party; or

- b) Any breach of the terms and conditions in this agreement by Contractor  
This clause shall survive even on the termination or expiry of this agreement.
- 11.1.20. BSNL, CHENNAI TELEPHONES shall not be liable for any act of commission or omission of any third party.
- 11.1.21. The Contractor's representatives will have to abide by the policy rules, regulations & instructions of BSNL, CHENNAI TELEPHONES as revised/modified from time to time, without any prior notice to the Contractor in respect of all matters including security deposit / PBG, payment to the contractor etc.
- 11.1.22. The Contractor will be bound by all the aspects and legal issues relating to the labour laws.
- 11.1.23 All conditions relating to & specified in the Contract Labour (Regulation & Abolition) Act, 1970 including wages & payment of wages, Welfare & Health of Contract Labourers, Labour records (Register for workers, Wage Register etc.), Licensing of Contractor, Penalties & Procedures, Miscellaneous items etc. shall be strictly adhered to by the contractor
- 11.1.24 The EOI Personnel deployed by the contractors are to be paid by the contractor applicable fair wages for their working hours in accordance with the minimum Wages Act orders issued from time to time by the Government. The payment of applicable fair wages to the workers as per the Act along with other benefits to the workers like Bonus, ESI, Gratuity, EPF etc., are complete responsibility of contractor. No child labour should be deployed.
- 11.1.25 The contractor shall take care of the remittances of ESI, EPF etc. as required by law & undertake to indemnify & keep indemnified the BSNL from & against all manners of claims and demands & losses and damages & cost charges and expenses that may arise in regard the same or that the BSNL may suffer or incur with respect to and/or incidental to the same.
- 11.1.26 The Contractor is governed by the Workman's Compensation Act in case of any claim by the workers engaged by him/her/firm. The Contractor shall indemnify the BSNL of all claims made by the workers of contractor.
- 11.1.27. The contractor shall pay Bonus as per the Bonus Act and as per statutory provisions in vogue to its employees each year from his / her / their profits. BSNL will not make any payment in this regard. Also, the contractor shall be responsible for maintaining of the following register / records required to be maintained under various labour laws.
- 1) Register of Attendance / Muster Roll
  - 2) Register of Wages

- 3) Register of Fines
- 4) Register of Wage slips
- 5) Register of leaves / Absentees

11.1.28: The persons deployed should be physically fit having good vision without colour blindness who shall not be more than 58 years (Fifty eight years) of age to handle all the services mentioned in Annexure – D.

- a. : Every person deployed by the contractor to perform the infrastructure maintenance work in various locations of DGM CHR Zone of south area should be engaged in not more than 26 shifts(No. of duties) per month so that he can avail his weekly off every week.
- b. : During the absence of any person on duty (During leave/weekly off) another person may be engaged by the contractor to perform the duty subject to the condition that he also should not be engaged in not more than 26 shifts (No. of duties) per month so that he can avail his weekly off every week.
- c. : Perhaps, if the same person is engaged continuously without providing weekly Off, the contractor only is held responsible to bear the overtime charges as per the law in force and he can not claim the same from BSNL. In no way BSNL is responsible to pay the overtime charges.

11.1.29 : Payment of Minimum Wages to the Contract workers:

- a. The wages will be at the prevailing minimum rates of wages for Watch & Ward without arms under skilled workers as fixed by Ministry of Labour and Employment and communicated by the Deputy Chief Labour Commissioner (Central), Shastri Bhavan, Chennai-600 006 from time to time shall be applied for wages and have to be paid to the contract labourers for the actually worked days where the contract labour is engaged and the contract workman shall not be paid any wages on the weekly days of rest and on non–deployment due to personal reasons of the contract workmen and the minimum rate of wages shall be paid as per the orders of the Deputy Chief Labour Commissioner, Chennai in this regard and hence there is no payment separately for weekly off days. The minimum wages to be paid by the contractor will be communicated by BSNL CHENNAI TELEPHONES to the contractors in writing. As and when there is any change in the minimum wages, consequent to the revised orders from the concerned authorities or consequent to reclassification of any of the areas, the revised rates applicable will be communicated in writing by BSNL, Chennai Telephones to the contractors, mentioning the date from which the revised rates will be applicable.
- b. The contractor should immediately implement the payment of the revised rates as instructed by BSNL and claim the difference amount from BSNL in the subsequent bill. There will be no change in the service charges consequent to any change in minimum wages that may arise during the contract period.

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

**12. EOI submission**

The EOI (offline/physical documents) may be submitted by the contractor at the following address:

**O/o DGM (NWO-CHR,  
BSNL, Chennai Telephones,  
Chromepet Telephone Exchange,  
No.79, GST Road,  
Chromepet, Chennai – 600 047.**

**13. PROCEDURE FOR SUBMISSION OF EOI : (ON-LINE)**

**A. Technical Bid Envelope:**

**(i) Submission of Mandatory Documents:**

- a) Proof for GST registration for services in Tamilnadu and Chennai.
- b) Digitally signed copy of Tender/EOI Document, Corrigendum and Addendums, if any.
- c) Proof for the turnover of the company/contractor as required in eligibility criteria to be issued/certified by a Chartered Accountant along with latest audited annual reports of the company (i.e. profit & loss statement, Balance sheet) and income tax clearance certificate for the latest last two financial years.
- d) Proof of experience for having done similar works during the last one year in the form of certificate may be enclosed.
- e) Proof for payment of EMD/Bid security – The bidder must deposit Rs. 5,04,238/- (Rupees Five lakhs four thousand two hundred and thirty eight only) as EMD/Bid Security. The EMD/Bid security shall be in the form of Demand draft drawn in favour of BSNL, Chennai Telephones, from any nationalized /scheduled bank and may be submitted along with the physical documents.
- f) Scanned Copy of Original “Power of Attorney” in case of a person other than the Tenderer has signed the Tender Document.
- g) Scanned Copy of DD/Cheque – Tender Document fee.

**(ii) Submission of Eligibility documents:**

- (a) Scanned copy of the Registration in the case of proprietorship concern, Scanned copy of Certificate of incorporation, Articles of Association and Memorandum of Association in the case of Company. Authenticated copy of partnership Deed in case of Partnership Firm.
- (b) Duly filled in Application form –Annexure ‘A’
- (c) Duly signed “Declaration under the digital signature that no additions/ deletions /corrections have been made in the downloaded e-tender document being submitted and it is identical to the e-tender document appearing on e-tender Portal”
- (d) Duly filled in Bidders profile, as per Annexure J of the Tender Document.
- (e) Duly filled in “No near relative certificate from all partners”

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- (f) Duly filled in “Declaration regarding not blacklisting /not debarring from taking in Govt. Tender by any BSNL Unit”.
- (g) Scanned copy of Goods and Services Tax Registration Certificate.
- (h) Scanned copy EPF Registration Certificate.
- (i) Scanned copy ESI Registration Certificate.
- (j) Scanned copy Labour licence.
- (k) Scanned copy of last two Assesment years (2019-2020 , 2020-2021) Income Tax return and copy of PAN Card.
- (l) The Bidder shall have to furnish the audited Annual Report and /or a Certificate from its bankers to assess the solvency/financial capability of the bidder, issued after the date of the EOI.
- (m) Letter of Authorisation for Bid opening Event (Annexure K)
- (n) Vendor Master Form (Annexure I) in case of new vendor to BSNL.
- (o) Proof for payment of Tender processing fee of M/s ITI Limited as per para 7(iii) of “INFORMATION AND SPECIAL INSTRUCTIONS FOR BIDDERS”
- (p) Request for claiming exemption of Bid security & tender document fee and Proof in respect of valid certification from NSIC for the tendered item/work.

**B. Financial Bid(price Bid) (online only)**

**All the above said documents mentioned at A(i), A(ii) and B are to be uploaded online.**

**14. PROCEDURE FOR SUBMISSION OF EOI : (OFF-LINE)**

**A. Offline Submission (physical document submission):**

The Bidder is requested to submit the following documents (in original) one set of

- a) GST registration for services in Tamilnadu and Chennai
- b) Bid Security – - DD/Banker’s Cheque.
- c) Tender document fee - DD/Banker’s Cheque.
- d) Attested Copy of “Power of Attorney” in case of a person other than the Tenderer has signed the Tender Document.
- e) Duly signed “Declaration under the digital signature that no additions/ deletions /corrections have been made in the downloaded e-tender document being submitted and it is identical to the e-tender document appearing on e-tender Portal”
- f) Request for claiming exemption of Bid security & tender document fee and Proof in respect of valid certification from NSIC/MSME for the tendered item/work in separate cover to DGM(NWO-CHR),BSNL,CHENNAI TELEPHONES, Chromepet Telephone Exchange,No:79, GST Road, Chromepet, Chennai 600047 on or before the date & time of submission of bids specified in covering letter in a sealed envelope. The envelope shall bear (name of the work) the tender number and the words “DO NOT OPEN BEFORE” due date & time as mentioned in the clause 5 of tender document.

**15. Evaluation Criterion**

- 15.1.** The contractor has to quote rates for Contractor Service Charges including bonus, establishment charges etc., per personnel per shift per month (Quote without GST) at Sl. No. 5 of Annexure – F – PRICE BID/FINANCIAL BID –



SCHEDULE. The Evaluation will be based on the Service Charges per shift per month (Rs./Month) of Annexure F.

**15.2.** After awarding of the contract, BSNL, CHENNAI TELEPHONES reserves the right to add/delete sites where the services are 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 Annexure F will be used to determine the payments made to the contractor, post changes in sites, shifts etc.

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

**16.1 BSNL shall have the right to increase or decrease the number of personnel / sites, up to 50% of the total requirement without any change in the unit price or other terms and conditions at the same time of awards of contract or during the operation of agreement.**

**17. Issue of Uniforms :-**

Uniforms to the EOI Personnel are to be supplied by the contractor only.

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

**18.1.**

- a) The Contractor shall prepare the tax invoice for each Division, for the month in duplicate as per GST Rules 2017. The Division-wise bill should invariably accompany the following. It shall be responsibility of the controlling officer to ensure that all the requirements are fulfilled at the time of certifying the Division-wise bill. The counter signing authority shall check that all the documents mentioned below are invariably attached to the Division-wise bill before countersigning.
- b) Attested copy of attendance sheet/Register of personnel for the month.
- c) Payment of wages to his EOI Personnel should be made through NEFT/ECS and the details there of are to be produced.
- d) Attested copy of the muster roll/wages paid indicating receipt of payments by each worker in his bank account, duly countersigned by the unit officer for having disbursed the said amount.
- e) A list of workers (attested copies) engaged against the work order each month.
- f) The attested copy of receipt towards payment of GST pertaining to the previous month.
- g) Attested copies of authenticated documents of payments of such contribution to EPF / ESI along with list of EOI personal indicating the

EPF /ESI Code, amount etc., against each EOI (beneficiary) engaged for the previous month / quarters

- h) Copy of work order issued by the competent authority
  - i) Attested copies amount of EPF contribution (Both employees and employer's) for the duration of engagement of question paid to EPF authority
  - j) Attested copies Declaration regarding compliance of the EPF ACT 1952 /ESI Act.
  - K) Work satisfactory report.
- 18.2. Appropriate % of Income Tax will be deducted from the Division-wise bill depending upon the statutory requirement
- 18.3. (a) Payment, subject to the availability of funds, will be made through NEFT after due verifications for which Bank details(A/C No., Name of the Bank, Branch Name and IFSC Code, ERP Vendor Creation form) should be furnished by the successful bidder.
- (b) Penalties, if any, leviable on the successful tenderer will be adjusted in the bill.
- (c) The bill shall be paid subject to all statutory deductions and remittance thereof, as contemplated and applicable from time to time.
- (d) In case of submission of bills beyond the stipulated time of one month by the contractor and if the reason for the delay is found to be satisfactory ,PGM/GM NWO-( C) reserves to allow additional period of another two months. A penalty of minimum 2% of the value of the work per month on total amount of bill shall be levied subject to maximum of 10% of monthly bill and shall be deducted on settlement.
- (e) Bills submitted after 3 months, after work completion is liable for rejection and claim will be forfeited.

**19: Instructions to GST Vendors GST Invoice and Compliances.**

**19.1: GST Bill compliance:**

Timely uploading of correct and necessary information on GSTN portal is mandatory as prescribed in GST compliances.

Note :-

- 1) If the supplier fails to furnish necessary supporting documents i.e. GST invoice / Customs invoices etc. and also fails to upload the information on GSTN in respect of the Duties/taxes for which input tax credit is available, the amount pertaining to such Duties/Taxes will be deducted from the payment due to the supplier.
- 2) Tax amount will be paid to the supplier only after supplier declares the details of the

invoices in its return in GSTR 1 and GSTR-3 uploaded by the supplier and the same is reflected in GSTR-2A of BSNL on GSTN portal.

- 3) TDS/ TCS shall be deducted at the prescribed rate, if any (as the case may be).
- 4) BSNL can adjust/ forfeit Bank Guarantee obtained from the supplier against any loss of input tax credit to BSNL on account of supplier's default.
- 5) In case BSNL has to pay GST on reverse charge basis, the supplier would not charge GST on its invoices. Further, the supplier undertakes to comply with the provisions of GST law as may be applicable.

**19.2: Correct HSN /SAC code:**

Suppliers should furnish the correct HSN/SAC classification/ customs tariff head in the price. If the credit for the duties, taxes and cesses under provision /rules under GST laws is found to be not admissible at any stage, subsequently owing to wrong furnishing of Tariff head, then the supplier will be liable to refund such non-admissible amount, if already paid along with penalty and interest if charged by concerned authority. BSNL reserves the right to ask the bidders to submit documentary proof confirming the correct HSN or SAC classification /Customs Tariff head from CGST/SGST/IGST officer where the HSN/SAC classification against the particular tendered item by different bidders differs from each other or the same is found apparently not furnished in accordance with GST Act. If the supplier fails to perform necessary compliances which would any manner restrict BSNL to claim input tax credit, then the amount pertaining to such duties, taxes and cesses will be deducted from the payment due to supplier. If the supplier does not disclose the correct details on the invoice or on the GSTN which restricts BSNL to claim input tax credit, then the amount pertaining to such duties, taxes and cesses will be deducted from the payment due to supplier. BSNL can adjust/forfeit bank guarantee obtained from the supplier against loss of input tax credit to BSNL on account of supplier's default.

**19.3: Vendor Category:**

In case of MSME bidders they must prove the category of sub class Small/Micro/Medium categories as per SAP.

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**Annexure – A**

**Application Form to be submitted with EOI**

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

I,....., authorized signatory of the contractor  
M/S....., certify that I fully agree and comply with all the clauses and sub-  
clauses of the EOI and annexure ‘A’ to ‘L’ available with EOI.

(Signature of the authorized signatory) (With seal and contact numbers)

Dated..... at.....

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

**Annexure – B**  
**FORMAT OF THE PERFORMANCE BANK GUARANTEE**

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

Bank Guarantee in respect of LOI dated \_\_\_\_\_ between Pr. General Manager (South), BSNL, Chennai Telephone District hereafter called BSNL CHENNAI TELEPHONES and M/s \_\_\_\_\_, having its Registered Office at \_\_\_\_\_ (hereinafter called CONTRACTOR) has entered into an agreement dated \_\_\_\_\_ (hereinafter referred to as “the said agreement”) with Pr. General Manager (South), Bharat Sanchar Nigam Limited (BSNL) (A Government of India Enterprise) Chennai Telephones having Office at 40 E Cipet Road, Thiruvika Industrial Estate, Guindy, Chennai 600032, whereby BSNL, CHENNAI TELEPHONES has agreed to appoint CONTRACTOR for providing BSNL, CHENNAI TELEPHONES services on the terms and conditions exclusively mentioned therein for the circle \_\_\_\_\_).

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

1. We, \_\_\_\_\_ (hereinafter called ‘the Bank’) do hereby undertake and assure to the BSNL, CHENNAI TELEPHONES that if in the opinion of the BSNL, CHENNAI TELEPHONES, the CONTRACTOR has in any way failed to observe or perform the terms and conditions of the said agreement or has committed any breach of its obligations there-under, the Bank shall on demand and without any objection or demur pay to the BSNL, CHENNAI TELEPHONES the said sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) or such lesser amount as BSNL may demand without requiring BSNL, CHENNAI TELEPHONES to have recourse to any legal remedy that may be available to it, compel the Bank to pay the same.
2. Any such demand from the BSNL, CHENNAI TELEPHONES shall be conclusive as regards the liability of CONTRACTOR to pay to BSNL, CHENNAI TELEPHONES or as regards the amount payable by the Bank under this guarantee. The Bank shall not be entitled to withhold payment on the ground that the CONTRACTOR had disputed its liability to pay or has disputed the quantum of the amount or that any arbitration proceeding or legal proceeding is pending between CONTRACTOR and BSNL, CHENNAI TELEPHONES regarding the claim.

**TENDER No: PGM(S)/NWO-CHR/EOI-Infrastructure Mtce/2022-23 Dated 01/07/2022**

3. We, the Bank further agree that the guarantee shall come into force from the date here of and shall remain in full force and effect for the period of eighteen months from the date of commencement of the agreement or the term of this guarantee whichever is later. But if the period of the said agreement is extended either pursuant to the provisions in the said Agreement or by mutual agreement between the CONTRACTOR and the BSNL, CHENNAI TELEPHONES, the Bank shall automatically renew the period of the Guarantee for such period which expires 6 (six) months after the renewed period of the said agreement failing which it shall pay to the BSNL, CHENNAI TELEPHONES the said sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) without BSNL, CHENNAI TELEPHONES demanding the payment of the above sum.
4. The Bank further agrees that the BSNL, CHENNAI TELEPHONES 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, CHENNAI TELEPHONES against the CONTRACTOR and to forebear to enforce any of the terms and conditions relating to the said agreement and the Bank shall not be relieved from its liability by reason of such failure or extension being granted to CONTRACTOR or through any forbearance, act or omission on the part of BSNL, CHENNAI TELEPHONES or any indulgence by BSNL, CHENNAI TELEPHONES to CONTRACTOR or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of relieving or discharging the guarantor.
5. The Bank further agrees that in case this Guarantee is required for a larger period and it is not extended by the Bank beyond the period specified above in Clause 3, the Bank shall pay to BSNL, CHENNAI TELEPHONES without BSNL, CHENNAI TELEPHONES having to demand the payment of the said sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) on the last day on which the Bank Guarantee is due to expire.
6. Notwithstanding anything herein contained;  
The liability of the Bank under this guarantee is restricted to the BG Amount and Performance Bank Guarantee shall be valid for the contract period (including extension period, if any) + 6 months, from the date of award of contract.  
(b) The guarantee shall stand completely discharged and all rights of the BSNL, CHENNAI TELEPHONES under this Guarantee shall be extinguished if no claim or demand is made on us in writing on or before \_\_\_\_\_.
7. The Bank guarantees that the below mentioned officer who have signed it on behalf of the Bank have authority to give this guarantee under its delegated power.

Place: .....

Date: .....

(Signature of the Bank Officer)

Rubber stamp of the bank

Authorized Power of Attorney Number: .....

Name of the Bank officer: .....

Designation: .....

Complete Postal address of Bank: .....

Telephone Numbers .....

Fax numbers /email-ids .....

**Annexure – C**

**Format of Certificate regarding No close relatives working in BSNL**

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

“I \_\_\_\_\_ s/o \_\_\_\_\_ r/o \_\_\_\_\_ here by certify that none of my relative(s) as defined under is/are employed in BSNL unit for which I am bidding.. In case at any stage, it found that the information given by me is false / incorrect, BSNL shall have the absolute right to take any action as deemed fit/without any prior intimation to me.”

The near relatives for this purpose are defined as:-

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

Dated this \_\_\_\_\_ Day of \_\_\_\_\_ 2021

Signature of the tenderer  
With date and seal

.....  
(Name in Block Letters of the SIGNATORY)

In the Capacity of Signature of  
the Partners with name  
With date and seal

.....  
.....  
Signature of the  
Partners with name  
With date and seal

Note:

In the case of proprietorship Firm, Certificate will be given by the proprietor. For partnership firm the certificate will be given by all the partners and in case of Limited Company by all the Directors of the Company. “Government of India / Financial Institution Nominees and Independent Non official directors appointed by Government of India or the Governor of the state are excluded from the purview of submission of Certificate”

**(ii)DECLARATION REGARDING NEVER DEBARRED/BLACKLISTED**

I \_\_\_\_\_ Son of \_\_\_\_\_ / Wife of Shri.  
\_\_\_\_\_ and Proprietor / Director / Partner of M/S  
\_\_\_\_\_ do hereby solemnly affirm

1. That I am the sole Prop//Partner/Director of M/s  
\_\_\_\_\_

2. That I state & declared that the above firm M/s  
\_\_\_\_\_

has been never ever been debarred and / or blacklisted by any department of Central Govt. / State Govt. / PSU. / Public bodies / Municipalities.

In case the above declaration is found to be incorrect or wrong, the contract if awarded to the firm shall be terminated immediately and the firm shall be liable to blacklisted / debarred for future works / contract with BSNL / DOT. Any such action shall however be without prejudice to BSNL's right under the law.

Signature of the Prop/Partner/Director

(Shri./Smt./Miss \_\_\_\_\_ )

Note: The signatory should not affect any variation in the text of declaration. Declaration in any other form shall not be acceptable and render the bidder for penal action as decided By BSNL.



**(iii)Declaration regarding no addition /deletion**

**I, .....son of .....,**

**Residing at .....**

**..... hereby certify that no addition / deletion / corrections have been made in the downloaded e-tender document being submitted and it is identical to the e-tender document appearing on e-tender Portal as per format \_\_\_\_\_.**

**Date:**

**Place:**

**Signature of the Tenderer/bidder**

**Name: \_\_\_\_\_**

**Address: \_\_\_\_\_**

**Signature: \_\_\_\_\_**

**Annexure – D**

**Service to be provided by the contractor or his/ her representatives for both Urban/Rural Sites**

1. Re-fueling of diesel in DG sets and maintaining log book of diesel re-fueling. (The contract for supply of diesel on site shall be separate and is not part of this contract)
2. Starting/ stopping of the DG set in case of power failure and auto start up failure and making entries in the log book.
3. Switching on and switching off of ACs.
4. Cleaning of power plant, DG battery, fire fighting equipment, other equipment at site.
5. Answering of telephone, noting of complaints and passing information immediately to specified competent authority.
6. Ensuring that the property of BSNL is not tampered with; Custodianship of site with control of Keys will be provided to the contractor during the time of infrastructure maintenance. Movement of any material from and to the site is to be allowed only with a written permission of Officer-in-charge.
7. Restricting access to the site for un-authorized persons and opening & closing of gate as and when required. Keeping exchange/office premises in hygienic conditions.
8. On Sundays/Holidays the manpower services are to be maintained for 24 hours in respect of the offices/Telephone Exchanges where two persons are employed. For such services, compensation will be given on Rate/Hour basis as given below

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

9. Informing BSNL officer in charge Exchange/ BTS about any alarm/ fault message immediately.
10. Help in testing of fire alarm, fire fighting equipment etc. when desired by officer in charge
11. Running water pump (if any) as and when required.
12. Watering the plants ( if any ) as and when required.
13. Any other works that may be incidental and related to proper up keep of the telecom site.

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

<b>Category</b>	<b>**Services required</b>
<b>A – Urban Site</b>	<b>1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13</b>

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

\*\*Services may be chosen depending upon site by BSNL, CHENNAI TELEPHONES SBA.

## **Annexure – E**

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

Name of the sites, complete address, category of sites, shifts required is attached in Annexure – F1 & F2.

Proposed Shift timings:

1. Shift I: 6 PM to 2 AM
2. Shift II: 2 AM to 10 AM

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

**Annexure – F**

**PRICE BID/FINANCIAL BID– SCHEDULE**

**TENDERNo:PGM(S)/NWO-CHR/EOI-InfrastructureMtce/2022-23dated01/07/2022**

**Description of the work – for Expression Of Interest (EOI) for  
Infrastructure maintenance at selected Telecom Sites in the zone of Deputy  
General Manager(NWO-CHR), Chennai South area of Chennai  
Telephones District.**

<b>Name of the Bidder</b>				
	<b>Description</b>	<b>Amount / shift / personnel / month</b>		
		<b>(in Rs. Ps.)</b>		
1	Basic (Rs.637) + VDA(Rs.169) (/Month)	A	24180.00	A
2	ESI @ 3.25% on Rs.21000/-	B = A x 3.25%	682.5	B
3	EPF @ 13% for Rs.15000/-	C = 15000 x 13%	1950	C
4	Total	D = A + B + C	26812.5	D
5	<b>Contractor Service Charges including bonus, establishment charges etc., per personnel per shift per month (Quote without GST)  (in Rs. Ps.)</b>	E		E
6	Rate per personnel per shift per month	F = D + E		F

**Category of DGM (NWO-CHR) of PGM (South) Sites is “A” as specified by the Labour Department and the total requirement is 38 shifts.**

**Evaluation will be done based on the amount quoted at ‘E’ i.e. Sl. No.5 (without GST).**

**\*Note:**

- 1.** Contractor Service Charges including bonus, establishment charges etc., per personnel per shift per month quoted will remain fixed through the period of the tender, including the extension(s) period.
- 2.** Contractor Service Charges including bonus, establishment charges etc., per personnel per shift per month should be in Rupees only and not as a percentage of basic rate per shift.
- 3. Contractor Service Charges quoted rates should be a realistic value.**
- 4.** Basic rate at ‘A’ (Sl. No 1) includes Basic +VDA as per current Minimum Wages act.
- 5.** Rate at ‘E’ i.e. Sl. No.5, shall include all levies and duties except GST, which will be charged separately at applicable rates.
- 6.** The Excel format of financial bid (Annexure F) to be uploaded for e-tender (online)

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

**Category of DGM (NWO-CHR) of PGM (South) Sites and Details of services to be provided for each site**

<b>SL No</b>	<b>NAME OF THE UNIT</b>	<b>CATEGORY A/B</b>	<b>No. OF SHIFTS REQUIRED</b>	<b>Count</b>
1	NAGALKENI RSU	A	II	2
2	WEST TAMBARAM RSU	A	II	2
3	MEPZ RSU	A	II	2
4	POZHICHALUR RSU	A	II	2
5	HASTHINAPURAM RSU	A	II	2
6	RADHANAGR RSU	A	II	2
7	PALLAVARAM RSU	A	II	2
8	PAMMAL RAU	A	II	2
9	ZAMIN PALLAVARAM RSU	A	II	2
10	TAMBARAM RSU	A	II	2
11	SELAIYUR RSU	A	II	2
12	RAJAKILPAKKAM RSU	A	II	2
13	JAGAJEEVANRAM NAGAR RSU	A	II	2
14	MEDAVAKKAM RSU	A	II	2
15	GOWRIVAKKAM RSU	A	II	2
16	OLD PERUNGALATHUR RSU	A	II	2
17	NEW PERUNGALATHUR RSU	A	II	2
18	VANDALUR RSU	A	II	2
19	CHROMEPET EXCHANGE & CSC	A	II	2
			<b>Total</b>	<b>38</b>

**Annexure – F/2**

Address of the DGM (NWO-CHR) of PGM (South) sites

SL. No.	NAME OF THE UNIT	ADDRESS	CATEGORY A/B
1	NAGALKENI RSU	11/24,PARVATHIPURAM,THIRUNEER MALAI ROAD,CH-44	A
2	WEST TAMBARAM RSU	20, M K REDDY STREET, WEST TAMBARAM,CH-45	A
3	MEPZ RSU	MEPZ CAMPUS, CH-47	A
4	POZHICHALUR RSU	7,POZHICHALUR MAIN ROAD, RAMANATHAN NAGAR,CH-44	A
5	HASTHINAPURAM RSU	83/84,SRINIVASA NAGAR,CHITLAPAKKAM,CH-64	A
6	RADHANAGR RSU	5/2, RAMASAMY CROSS ST, RADHA NAGAR, CH-44	A
7	PALLAVARAM RSU	130, OLD TRUNK ROAD, CH-43	A
8	PAMMAL RSU	9A, BRINDAVAN COLONY, KRISHNA NAGAR, CH-75	A
9	ZAMIN PALLAVARAM RSU	55, DARAGA ROAD, ZAMIN PALLAVARAM, CH-43	A
10	TAMBARAM RSU	9, M E S ROAD, EAST TAMBARAM, CH-59	A
11	SELAIYUR RSU	22, GANAPATHY COLONY, SELAIYUR, CH-73	A
12	RAJAKILPAKKAM RSU	10, MADAMBAKKAM MAIN ROAD, CH-73	A
13	JAGAJEEVANRAM NAGAR RSU	39, JAGAJEEVANRAM NAGAR, CH-73	A
14	MEDAVAKKAM RSU	MAMBAKKAM MAIN ROAD, CH-601302	A
15	GOWRIVAKKAM RSU	2, VEMBULI AMMAN KOIL ST, CH-601302	A
16	OLD PERUNGALATHUR RSU	18, PERIYAR SALAI, PARVATHY NAGAR, OLD PERUNGALATHUR, CH-63	A
17	NEW PERUNGALATHUR RSU	41, SANJAY GANDHI ST, CH-63	A
18	VANDALUR RSU	CRESENT ENGINEERING COLLEGE CAMPUS, CH-48	A
19	CHROME PET EXCHANGE & CSC	79, GST ROAD, CH-47	A

## ANNEXURE G

**THIS AGREEMENT IS EXECUTED ON the**

**2022**

### **By and in Between**

BSNL, Chennai Telephones South Business Area having office at 40 E Cipet Road, Thiru-vi-ka Industrial Estate, Guindy, Chennai 600032 and represented by Pr. General Manager (South) (hereinafter referred to as the 'Party of First Part' which expression shall include the legally constituted signatories, assigns, successors and officers duly empowered to execute such agreement) of the first part empowered to execute this agreement.

### **And**

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

**Whereas** the Party of First Part i.e. Pr. General Manager (South), BSNL, CHENNAI TELEPHONES (A Govt. of India Enterprise) 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 / trademark / 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 / trademark / trade-name / design / logo / drawing / blueprint / sign / signal / indication / style / mode in the name and style of "BSNL" shall be exclusive property of party of party of

first part, eventually and the cost of such transfer shall be bear by the party of second part. And whereas, the transfer of non-core activities as enumerated in the scheme, is not of permanent nature and for a specific period only as defined in this agreement and within the provisions of applicable law and

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

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

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



### 2.3 Expression of interest. (EOI)

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

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

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

### 3.1 Use of premises

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

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

### 3.2 Disclaimer

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

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

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

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

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

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

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

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

### 3.5 Ministry of Communications Compliance

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

### 3.6 Ministry of Labour Compliance

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

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

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

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

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

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

4.3.2 In the event of this, if the Party of Second Part not maintains the specified records, the Party of Second Part agrees to pay / reimburse to the Party of First Part, the charges incurred by the Party of First Part in actually completing the same records or assisting the Party of Second Part in this regard. The Party of Second Part also undertakes to pay the said amount to the Party of First Part 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 prescribe by the relevant competent instrumentalities of the government. The Party of Second Part unambiguously understands that the staff appointed by the Party of Second Part shall be the employees of the Party of Second Part only and Party of First Part shall have no liabilities / obligations towards them and the party of first part not in any manner exercises their control over the appointed staff in any manner.

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

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

### 4.5 Scope of selection procedure, interview and training;

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

### 4.6 Reports and feed back

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

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

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

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

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

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

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

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

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

4.8 The Party of second part hereby undertakes to indemnify BSNL, CHENNAI TELEPHONES 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, CHENNAI TELEPHONES 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, CHENNAI TELEPHONES shall not be responsible for any claim/compensation that may arise due to damages/injuries to the Party of second part's employee(s) under any circumstances while an employee(s) of the contractor is engaged in duty under the Contract.

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

**(b) As per Central Government Minimum Wage Act 1949, Basic + DA 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.**

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

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

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

4.13 Communication of the problems;

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

#### 4.14 Maintenance of records

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

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

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

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

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

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

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

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

#### 4.16 Securities;

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

#### 4.17 Code of conduct

Party of Second Part undertakes to ensure that the all staff and 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 Division-wise bill by the competent authority through NEFT and deduction of Income Tax & all statutory/Govt. Taxes. The party of second part shall submit the copy of GST paid challan and EPF/ESI paid challan for the previous month along with the Division-wise bill. While preparing the bill the party of second part shall bifurcate the amount of GST in Division-wise bill submitted. The party of second part shall submit the Division-wise bills duly signed and verified by the officer's in-charge for satisfactory work execution.

### **5. Article 5: CONSIDERATIONS**

#### 5.1 Monthly fee

5.1.1 The Party of First Part shall pay to the Party of second Part an amount of monthly Division-wise bill submitted by him.

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

**5.1.2 The monthly fee quoted by the bidder shall not be increased under any circumstances whatsoever 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 party of first part after complying all the mandatory provisions of applicable laws and contractual obligations. It shall derive its power to use from the provision and clauses of this agreement only.

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

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

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

#### 8.2 No 'Agency'



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

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

#### **9. Article 9: INSURANCE**

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

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

10.1 Tenure:

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 be at 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 be as per the scheme.

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

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

- (a) Negligence in carrying out the works or carrying out of work found to be unsatisfactory by the competent authority in BSNL, CHENNAI TELEPHONES
- (b) Abandonment of the works or any part thereof;
- (c) Suspension of the entire works or any part thereof, for a period of 14 (fourteen) days or more without due authority from the BSNL, CHENNAI TELEPHONES
- (d) Commission, permission or sufferance or 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, CHENNAI TELEPHONES;

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, CHENNAI TELEPHONES;

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, CHENNAI TELEPHONES 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, CHENNAI TELEPHONES;

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, CHENNAI TELEPHONES 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, CHENNAI TELEPHONES shall give prior written notice to the party of second part to rectify the problem areas within maximum two weeks of time.

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

10.4.1 Upon the expiry of the contracted period

10.4.2 Upon occurrences of instances mentioned in clause above

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

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

Both the parties shall ensure and work to clear all the dues, liabilities and make such arrangements, so to avoid inconvenience to both parties. This agreement is governed by 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 resulting from the will-full negligence of the Party of First Part, its employees or agents after signing the agreement.

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

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

12.1.4 Personnel indemnification;

(a) The indemnifier here by personally indemnifies the Party of First Part in respect of every claim, which the Party of First Part may have against the Party of Second Part under this agreement and further personally guarantees payment of the same to the

Party of First Part. This shall not affect any right of the Party of First Part to proceed against the Party of Second Part in respect of such claim or claims.

(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 personally guarantees payment of the same to the Party of second Part. This shall not affect any right of the Party of second Part to proceed against the Party of first Part in respect of such claim or claims.

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

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

Or

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

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

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

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

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

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

### 16.1 Interpretation

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

### 16.2 Entire agreement

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

### 16.3 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

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

Of party of first part

- 1.
- 2.
- 3.

Of party of second part

- 1.
- 2.
- 3.

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

Also at,

16.9 Force majeure clause;

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

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

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

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

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

### **17 ARBITRATION:**

17.1 ARBITRATION (Applicable in case of supply orders/Contracts with firms, other than Public Sector Enterprise)

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

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

(1) The number of the arbitrators and the appointing authority will be as under:

<b>Claim amount (excluding claim for counter claim, if any)</b>	<b>Number of arbitrator</b>	<b>Appointing Authority</b>
UptoRs. 5 crores	Sole Arbitrator to be appointed from a panel of	BSNL
Arbitrators of BSNL. Above Rs. 5 crores	3 Arbitrators	One arbitrator by each party and the 3rd arbitrator, who shall be the presiding arbitrator, by the two arbitrators. BSNL will appoint its arbitrator from its panel.

(2) Neither party shall appoint its serving employee as arbitrator.

(3) 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.

(4) Parties agree that neither party shall be entitled for any pre-reference or pendentelite interest on its claims. Parties agree that any claim for such interest made by any party shall be void.

(5) 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 uptoRs. 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;

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

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

(5) if the award is not made within the period specified in sub-section (4), the provisions of sub- sections (3) to (9) of Section 29 A 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 UptoRs. 5 crores Above Rs. 5 crores	Period for making and publishing of the award (counted from the date the arbitral tribunal enters upon the reference)  Within 6 months (Fast Track procedure) 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) The Arbitration proceeding shall be held at New Delhi or Circle or SSA Headquarter ( as the case may be).

(10) Subject to the aforesaid conditions, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof shall apply to the arbitration proceedings under this clause.

17.2 Following Arbitration Clause may be incorporated in Contracts POs, APOs, Tenders, Eols, etc. between BSNL and Central/State Government (s) as the case may be in terms of DPE guidelines for settlement of commercial disputes between Public Sector Enterprises inter-se and Public Sector Enterprise(s) and Government Department(s) through Permanent Machinery of Arbitrators (PMA) in the Department of Public Enterprises.

In the event of any dispute or difference relating to the interpretation and application of the provisions of the contracts, such dispute or difference shall be referred by either party for Arbitration to the sole Arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary/Additional Secretary, when so authorized by the Law Secretary, whose decision shall bind the Parties finally and conclusively. The Parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.

Further, with regard to already signed/existing contracts, existing Arbitration clause for sole arbitrator can be invoked in case the parties waive, subsequent to disputes having arisen between them, the applicability of sub-section (5) of section 12 by an express agreement in writing.

### 17.3 Applicable Law And Jurisdiction

(a) The supply order for Goods 'or' Services, including all matters connected with this supply order shall be governed by the Indian law both substantive and procedural, for the time being in force and shall be subject to the exclusive jurisdiction of Indian Courts at the place from where the Purchase Order has been placed.

(b) Foreign companies, operating in India or entering into Joint Ventures in India, shall have to obey the law of land and there shall be no compromise or excuse for the ignorance of the Indian legal system in any way.

(c) This contract is subject to the jurisdiction of courts at Chennai only.

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  
Shri.

Through authorized signatory  
Shri.

Witnesses;

1.

3.

2.

4.

### **18. TERMINATION FOR INSOLVENCY**

BSNL, CHENNAI TELEPHONES 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, CHENNAI TELEPHONES.

### **19. 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, CHENNAI TELEPHONES and set off the same against any claim of the Purchaser or BSNL, CHENNAI TELEPHONES 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, CHENNAI TELEPHONES or such other person(s) contracting through the BSNL, CHENNAI TELEPHONES.

**ANNEXURE-H**

**BID SECURITY BOND**

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

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

THE CONDITION of the obligation are:

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

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

This guarantee will remain in force as specified in clause 5.1 of the Bid Document up to and including thirty (30) days after the period of bid validity and any demand in respect thereof should reach the Bank not later than the specified date/ dates(ie., 180+30=210 days).

Signature of the Bank

Name

Signed in Capacity of

Signature of Witness

Full Address of Branch

Name of Witness

Tel. No. of Branch

Address of Witness

Fax No. of Branch

**ANNEXURE - I**  
(in case of new vendor for BSNL)



**VENDOR MASTER FORM**



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

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

Title\* : 

Mr.	Ms.	M/s	Dr.
-----	-----	-----	-----

Name\* : 

--

Address\* : 

--

Town/District\* : 

--

City\* : 

--

State\* : 

--

Postal/Pin code\* : 

--

 Country\* : 

--

**Contact Details:**

Telephone Number : 

--

 Fax No. : 

--

Email id : 

--

(Mandatory for E-Tendering)

Name of Contact Person : 

--

 Mobile No. : 

--

Alternate Contact Person : 

--

 Mobile No. : 

--

**Tax information:**

PAN : 

--

Service Tax reg. no. : 

--

LST (Local VAT reg.No.) : 

--

 CST Reg. No : 

--

Tax Registration no. : 

--

(for Foreign Vendors)

**Income Tax Exemption details:**

IT exemption no. : 

--

 IT exemption rate : 

--

IT Exemption date : 

--

IT exemption date from : 

--

 IT exemption date to : 

--

**Excise Details:**

Excise reg. no. :

Excise Range :

Excise Division :

Excise Commissionerate :

**Payment Transaction/ Bank Details:**

Bank Country :

Bank Name :

Bank Address :

Bank A/c No :

Bank IFSC :

Account holder's Name :

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

SWIFT Code :   
(for Foreign Vendors)

IBAN :   
(for Foreign Vendors)

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

**Industry Status:**

Micro/ SSI Status : Yes  No

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

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

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

---

**(For Office Use)**

Vendor Account Group :  Payment Method :

TDS Type - Invoice :  TDS Code - Invoice :

Checked by:	Authorized by (Finance)	SAP Vendor Master Created on	SAP Vendor Code
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**ANNEXURE - J**

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.(a) Permanent Account No. : .....

(b) GST Registration No. : .....

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

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

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

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

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

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

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

If so state its Address

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

B) Questionnaire

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

1.1 If Yes, Give details

.....  
.....

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

2.1 If Yes, Give details

.....  
.....

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

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

4. Suggestion for improvement of the tender document.

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

Place.....

Signature of contractor .....

Date .....

Name of Contractor .....



**ANNEXURE- K**

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

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

**Subject:** Authorization for attending Bid opening

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

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

.....  
Signature of the Representative

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

.....  
Signature of the alternative Representative

.....  
Name of the alternative Representative

Above Signatures Attested

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

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

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

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

		implies Barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for upto three years from date of issue of banning order.
1(b) cont d.	(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. However on realization of PG/ SD amount, EMD, if not released shall be returned. iv) Banning of business for three years which implies Barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for upto three years from date of issue of banning order.
	<b>Note 3:-</b> However, settle bills for the material received in correct quantity and quality if pending items do not affect working or use of supplied items.	
	<b>Note 4:-</b> No further supplies are to be accepted except that required to make the already supplied items work.	
2	If vendor or his representative uses violent/ coercive means viz. Physical / Verbal means to threatens BSNL Executive / employees and/ or obstruct him from functioning in discharge of his duties & responsibilities for the following :  a) Obstructing functioning of tender opening executives of BSNL in receipt/ opening of tender bids from prospective Bidders, suppliers/ Contractors.  b) Obstructing/ Threatening other prospective bidders i.e. suppliers/ Contractors from entering the tender venue and/ or submitting their tender bid freely.	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.
3	Non-receipt of acceptance of APO/ AWO and SD/ PG by L-1 bidder within time period specified in APO/ AWO.	Forfeiture of EMD.
4.1	Failure to supply and/ or Commission the equipment and /or execution of the work at all even in extended delivery schedules, if granted against PO/ WO.	i) Termination of PO/ WO. ii) Under take purchase/ work at the risk & cost of defaulting vendor. iii) Recover the excess charges if incurred from the PG/ SD and outstanding bills of the defaulting Vendor.

4.2	Failure to supply and/ or Commission the equipment and /or execution of the Work in full even in extended delivery schedules, if granted against PO/ WO.	<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.</p> <p>ii) Under take purchase/ work for balance quantity at the risk &amp; cost of defaulting vendor.</p> <p>iii) Recover the excess charges if incurred from the PG/ SD and outstanding bills of the defaulting Vendor.</p>
5.1	The supplied equipment does not perform satisfactory in the field in accordance with the specifications mentioned in the PO/ WO/Contract.	<p>i) If the material is not at all acceptable, then return the non-acceptable material (or its part) &amp; recover its cost, if paid, from the o/s bills/ PG/ SD. OR</p> <p>ii) If the material is inducted in network &amp; it is not possible to return it and/ or material is acceptable with degraded performance, the purchaser may determine the price for degraded equipment (Financial penalty = Price – price determined for degraded equipment) himself and/ or through a committee.</p> <p>Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD.</p>
5.2	Major quality problems (as established by a joint team / committee of User unit(s) and QA Circle) / performance problems and non-rectification of defects (based on reports of field units and QA circle).	<p>i) If the material is not at all acceptable, then return the non-acceptable material (or its part) &amp; recover its cost, if paid, from the o/s bills/BG/SD;</p> <p>OR</p> <p>ii) If the material is inducted in network &amp; it is not possible to return it and/ or material is acceptable with degraded performance, the purchaser may determine the price for degraded equipment (Financial penalty = Price – price determined for degraded equipment) himself and/ or through a committee.</p>

		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 (a) for amount already paid by BSNL	i) Recovery of over payment from the outstanding dues of Vendor including EMD/ PG & SD etc. and by invoking ‘Set off’ clause 21 of Section 5 Part A or by any other legal tenable manner. ii) Banning of Business for 3 years from date of issue of banning order or till the date of recovery of over payment in full, whichever is later.
	(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.	As above
	<b>Note 5:-</b> The claims may be submitted with or without collusion of BSNL Executive/ employees.	
	<b>Note 6:-</b> This penalty will be imposed irrespective of the fact that payment is disbursed by BSNL, CHENNAI TELEPHONES or not.	
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, CHENNAI TELEPHONES for 3 years from date of issue of banning order. (iii) Recovery of any loss incurred on this account from the Vendor from its PG/ SD/ O/s bills etc. (iv) Legal action will be initiated by BSNL against the Vendor if required.
	b) Disrupts/ Sabotages functioning of the BSNL network equipments such as exchanges, BTS, BSC/ MSC, Control equipment including IN etc., transmission equipments but not limited to these elements and/ or any other TSP through BSNL.	
	c) tampers with the billing related data/ invoicing/ account of the Customer/ User(s) of BSNL and/ or any other TSP(s).	
	d) hacks the account of BSNL Customer for unauthorized use i.e. to threaten others/ spread improper news etc.	
	e) undertakes any action that affects/ endangers the security of India.	

S. No.	Defaults of the bidder / vendor.	Action to be taken
A	B	C
8	<p>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.</p>	<p>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 &amp; it is not possible to return it and/ or material is acceptable with degraded performance, the purchaser may determine the price for degraded equipment (Financial penalty = Price – price determined for degraded equipment) himself and/ or through a committee.  Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD.</p>
9	<p>In the event of the vendor, its proprietor, Director(s), partner(s) is / are convicted by a Court of Law following prosecution for offences involving moral turpitude in relation to the business dealings.</p>	<p>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 &amp; it is not possible to return it and/ or material is acceptable with degraded performance, the purchaser may determine the price for degraded equipment (Financial penalty = Price – price determined for degraded equipment) himself and/ or through a committee. Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD.</p>

S. No.	Defaults of the bidder / vendor.	Action to be taken
A	B	C
10	<p>If the vendor does not return/ refuses to return BSNL's dues:</p> <p>a) in spite of order of Arbitrator.</p> <p>b) in spite of court orders</p>	<p>i) Take action to appoint Arbitrator to adjudicate the dispute.</p> <p>iii) Take legal recourse i.e. filing recovery suite in appropriate court. Termination of contract, if any. Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods &amp; Services including participation in future tenders invited by BSNL, CHENNAI TELEPHONES from date of issue of banning order or till the date by which vendor clears the BSNL's dues, whichever is later.</p>
11	<p>If the Central Bureau of Investigation/ Independent External Monitor (IEM) / Income Tax/ GST / Custom Departments recommends such a course</p>	<p>Take Action as per the directions of CBI or concerned department.</p>
12	<p>The following cases may also be considered for Banning of business:</p> <p>(a) If there is strong justification for believing that the proprietor, manager, MD, Director, partner, employee or representative of the vendor/ supplier has been guilty of malpractices such as bribery, corruption, fraud, substitution of tenders, interpolation, misrepresentation with respect to the contract in question.</p> <p>(b) If the vendor/ supplier fails to execute a contract or fails to execute it satisfactorily beyond the provisions of Para 4.1 &amp; 4.2.</p> <p>(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, CHENNAI TELEPHONES is just and proper to order for banning of business dealing with a vendor/ supplier.</p>	<p>i) Banning of business for 3 years which implies Barring further dealing with the vendor for procurement of Goods &amp; Services including participation in future tenders invited by BSNL, CHENNAI TELEPHONES for 3 years from date of issue of banning order.</p>

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

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

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

**END OF THE E-TENDER DOCUMENT**