



## BHARAT SANCHAR NIGAM LIMITED

(A Company of India Enterprise)

भारत संचार निगम लिमिटेड [भारत सरकार का उद्यम]

BENGALURU TELECOM DISTRICT

BENGALURU-560 001

No. GNL-148/II/W&W/GM West/2021-22/553324 dated @ BG-01, the 20.09.2021

बेंगलूरु दूरसंचार जिला में महा प्रबंधक पश्चिम के अधीन नगर एवं उप नगरीय क्षेत्रों में वर्ष 2021-22 के दौरान ढांचों के अनुरक्षण/पहरे एवं निगरानी सेवाओं के लिए ई निविदादस्तावेज प्रपत्र

E-TENDER FORM

For

MAINTENANCE/WATCH & WARD SERVICES OF TELECOM INFRASTRUCTURE FOR  
BENGALURU TELECOM DISTRICT UNDER GM WEST URBAN AND  
RURAL AREAS BENGALURU 2021-22

देय तारीख / ऑफलाइन का समय:

**Due date/Time Offline of receipt: 11:30 Hrs of 12.10.2021**

देय तारीख / ऑनलाईन का समय:

**Due date/Time Online of receipt: 15:00 Hrs of 11.10.2021**

देय तारीख / ऑनलाईन खोलने का समय:

**Due date/Online Opening at: 1500 Hrs of 12.10.2021**

TENDERER SHOULD SUBMIT THE PRICE OFFER IN THE PRESCRIBED  
PRICE SCHEDULE (in e-format) BOQ ONLY (SECTION 9 Part-B)  
INFORMATION GIVEN AT OTHER PLACES WILL NOT BE CONSIDERED.

उक्तनिविदादस्तावेजवेबसाईटसेडाऊनलोडकरसकताहै।लेकिननिविदादस्तावेजकालागतरु.2,360/-[2000/- (+18% जीएसटी) 360/-] (अप्रतिदेय), "लेखाधिकारी(नकद) मुख्यालय, भा.सं.नि.लि., बी.जी.टी.डी"केनामपरबेंगलूरुमेंदेयराष्ट्रीयकृत/अनुसूचितबैंकसेआहरितमांगपत्रनिविदाकेसाथप्रस्तुतकियाजाना चाहिए।

The Tender Document can be downloaded from the web site. However the cost of the Tender document 2,360/- [2000/- (+18% GST) 360/-] (Non Refundable) is to be submitted along with the Tender in the form of DD obtained from a Scheduled Bank in favour of "AO (CASH) HQs, BSNL, BGTD" payable at Bengaluru



O/o THE PRINCIPAL GENERAL MANAGER,  
 BENGALURU TELECOM DISTRICT (General Section),  
 4<sup>TH</sup> FLOOR, TELEPHONE HOUSE, RAJBHAVAN ROAD,  
 BENGALURU - 560 001.

<b>INDEX</b>	<b>Page No's</b>
(Section I Part-A)-Detailed Notice Inviting e-Tender	3-6
<b>Section-2 Tender Information-</b>	7-10
<b>Section 3 ( Scope of work &amp; Job Description)</b>	11
<b>Section 4 Part A (General Instruction to Bidders).</b>	12-22
<b>Section 4 Part-B (Special Conditions of the Contract).</b>	22
<b>Section 4 Part-C (Special Instruction for E-tendering).</b>	23-27
<b>Section 5 (Terms &amp; Conditions of the contract)</b>	28-39
<b>Section 6A,B,C Undertaking &amp;Declaration</b>	40-42
<b>Section 6D (Near Relative certificate-Format)</b>	43
<b>Section 6E (Indemnity Bond Declaration)</b>	44
<b>Section 6F (No dues to be paid to EPF/ESI)</b>	
<b>Section -7A (Bid Security Form)</b>	45-46
<b>Section 7B (Performance Security Guarantee Bond form)</b>	47-49
<b>Section 7C (Letter of Authorization for attending bid opening)</b>	50
<b>Section -8 (Bidder's/ Tenderer's Profile)</b>	51-52
<b>Section 9 Part-A (Bid Form, )</b>	53
<b>Section 9 Part-B(Price Schedule )</b>	54
<b>Annexure – I (Mandate Form)</b>	55
<b>Annexure – II (Pre-Receipt)</b>	56
<b>Annexure – III (Certificate)</b>	57
<b>Annexure – IV (Proforma of Power of Attorney)</b>	58
<b>Annexure – V (Notarized Affidavit for Sole Proprietorship)</b>	59
<b>Annexure VI(Declaration &amp; EMD/BID security declaration)</b>	60-61
<b>Annexure-VII (Agreement Between a company and Contractor)</b>	62-75
<b>Annexure-VIII Appendix -1 to Section-4 Part-A</b>	76-82
<b>Check List of Documents</b>	83

**SECTION-1(Part-A)**  
**DETAILED NOTICE INVITING e-TENDER**

1. Digitally Sealed tenders are invited by PGM, BGTD BG for Maintenance/Watch & Ward services of Telecom infrastructure for Urban & Suburban areas to be deployed in GM WEST areas in Bengaluru Telecom District Bengaluru.

<b>Name of the Item</b>	Maintenance/ Watch & Ward services of Telecom infrastructure for Urban & sub urban areas to be deployed in GM WEST areas in Bengaluru Telecom District	
<b>Tender Notice No. / Date</b>	No.GNL-148/II/W&W/GM West/2021-22/553324 dated at BG-01,the 20.09.2021	
<b>Scope of work</b>	As per Section 3	
<b>Estimated Quantity</b>	URBAN- 71 UNITS, SUBURBAN- 14 UNITS	
<b>Estimated Cost of Tender (in ₹.)</b>	₹2,32,22,448/-(Two Crore Thirty Two Lakh Twenty Two Thousand Four Hundred Forty Eight Only)Incl of GST	
<b>Amount of Bid Security (in ₹)</b>	EMD / Bid Security Declaration	
<b>Cost of Tender Document (in ₹)</b>	₹ 2360/- [2000 +18% GST 360/-] (Non Refundable)	
<b>Date / Time of Tender</b>	<b><u>On Line RECEIPT UPTO</u></b> 15:00 Hrs of 11.10.2021	<b><u>On-line OPENING AT</u></b> 15:00Hrs. of 12.10.2021
	<b><u>Offline document submission upto</u></b> 11:30 hrs of 12.10.2021	

**Note 1:** The quantities stated above are estimated and BSNL reserve the right to vary the quantity to the extent of -25% to + 25% of the specified quantity at the time of award of the contract i.e. APO without any change in unit price or other terms & conditions.

**Note 2:** MSE bidders should declare their UAM No (Udyog Aadhar Memorandum Number) on Central Public Procurement Portal (CPPP) failing which such bidders will not be able to avail the benefits available to MSEs as contained in Public Procurement Policy for MSEs order 2012 issued by MSME.

2. **Accessibility of e-Tender Document:** Tender document can be obtained by downloading it from the website [www.bangaloretelecom.com/www.karnataka.bsnl.co.in/etenders.gov.in](http://www.bangaloretelecom.com/www.karnataka.bsnl.co.in/etenders.gov.in)(Click on e-Tenders)
- 2.1. **Cost of Tender document ₹2,360/- [₹2000/- [+18% GST =₹360/-] (Non Refundable)**  
DD/Bankerschequeofanamountof₹2,360/- in favour of "Accounts Officer Cash (HQ), BSNL, Bangalore Telecom District "payable at Bangalore shall have to be submitted towards tender fee (Along with applicable GST) along with the tender bid failing which the tender bid will be rejected.

2.2. The cost of the tender documents shall be exempted to MSE bidders on production of requisite proof in respect of valid certification from MSE for the tendered item.

**3.0 Availability of Tender Document:** The tender document shall be available upto the last date of submission of the Tender.

3.1 This tender invited through e-tendering process, physical copy of the tender document will not be available for sale.

**Note 1:** The Tender document shall not be available for download on its submission / closing time.

#### **4.0 Eligibility Criteria:**

The following conditions must be fulfilled by the bidder to be eligible for this tender

- a) The bidder must have minimum of two years experience of providing Upkeep/housekeeping/Watch & Ward services to BSNL or any other organizations. The bidder must have provided at least 100 units of upkeep/ watch & ward total at a time in a month to any Organization(s), for any two years during last five years from the date of publication of NIT. As a proof of experience, the work orders along with performance certificate for having successfully performed the services of Providing Upkeep/Watch & Ward services, signed not below the rank of AGM /DE in BSNL or from Competent Authority in case of other organization(s) to be enclosed.
- b) The bidder should be Indian firm/company registered for providing maintenance/watch & ward/ Up-Keep services.
- c) **The contractor/bidder must have an average Annual Financial turnover of not less than 50 Lakhs during last 3 financial years (2017-18, 2018-19 & 2019-20). This should be supported by Profit & Loss Statement and turnover certificate duly certified by Auditors/CA duly attested Income tax returns for the Assessment years 2018-19, 2019-20 & 2020-21 to be submitted.**
- d) The bidder should have PAN No (In case of Partnership / Pvt. Ltd. firm PAN No of firm is required & in case of Proprietorship firm PAN No of proprietor is to be enclosed).
- e) The bidder must have a valid ESI and EPF registration. Copy duly attested to be enclosed.
- f) The bidder should have registered with the Department of labour in the jurisdiction of Bengaluru. In case the registration is not available, an undertaking to be submitted for producing the license before the start of the work.
- h) The Bidder must have registered GST Certificate. Copy to be enclosed.
- i) Bidder must submit duly filled Bidder's profile with Questionnaire as per Section 8 & Bid Form as per section 9 Part -A.
- j) The bidder should have registered with the Department of labour in the jurisdiction of Bangalore. In case the registration is not available, an undertaking to be submitted for producing the license before the start of the work.
- k) i A self-declaration along with the evidence that the bidder is not black listed by GST authorities.  
ii. In case the supplier gets black-listed during the tenure of BSNL contract, then adequate indemnity clause should be inserted to ensure that no loss of Input Tax credit is borne by BSNL due to a default of bidder. In case of multiple GST numbers, all the numbers can be provided as Annexure
- l) The bidder should have fully fledged office in Bengaluru to support timely service for activities within the scope of work. The Bidder shall furnish a self certification in this regard clearly mentioning the address of the location. BSNL shall reserve the right to verify the same by visiting the Bidder's premises.
- m) The firm / company should have no dues to be paid to law enforcement authorities like EPF / ESI and the Firm / company should not have violated labour R&A act 1970 amended from time to time. In this respect the firm/company shall submit declaration as per **Section VI Part F.**
- n) Indemnity clause -**"The Contractor shall indemnify that in the event of black- listing by GST Authorities during the tenure of the contract, the contractor shall reimburse the loss of input Tax Credit due to failure of the Contractor. The Contractor shall also indemnify that BSNL has got right to recover input Tax Credit loss suffered by it due to mis-declaration on invoice by the Contractor"**.

- o) The bidder shall comply with Department of Expenditure, Ministry of Finance order issued vide F. No. 6/18/2019- PPD dated 23.07.2020 (**Preference to Make in India/Security Clause**) available at Section VI Part B & C and shall submit necessary registration certificate wherever applicable.
- p) The bidder shall comply with Ministry of Heavy Industries & Department of Public Enterprises Restriction under Rule 144(xi) of the General Financial Rules (GFR's), 2017-Dept. of Expenditure OM No.6/18/2019- PPD dated 23<sup>rd</sup> July, 2020 on grounds of Defence of India and National Security available at Section VI Part B and shall submit necessary registration certificate wherever applicable.

**4.1** The bidders shall submit necessary documentary proof showing that they meet the eligibility criteria along with their tender bid. All documents submitted will also be self attested by the bidder.

**5 Bid Security / EMD:**

- a) The bidder shall furnish the EMD / Bid Security Declaration as per **ANNEXURE VI (B)**.
  - b) **The MSE units shall be exempted from submission of Bid Security deposit on production of requisite proof in respect of valid certification from MSE for the tendered item.**
  - c) Concessions to MSME: The guidelines, issued by Ministry of Micro, Small & Medium Enterprise (MSME), Government of India regarding concessions for Micro & Small Enterprise Units registered with District Industries Centers or Khadi & Village Industries Commission or Khadi & Village Industries Board or Coir Board or National Small Industries Corporation(NSIC) or Directorate of Handicrafts & Handloom or any other body specified by Ministry of Micro, Small & Medium Enterprise, have been considered by the BSNL (Corporate Office) and it has been decided that these units shall be allowed the following concessions:  
15.1. Supply of Tender Documents: The tender documents shall be issued to MSME bidders free of cost provided the tendered item is listed in the Registration Certificate of MSME.
- 5.1.** Exemption from payment of Earnest Money Deposit (EMD): The MSME units registered with bodies as detailed in Para 15 above shall be given exemption from payment of Bid Security deposit (EMD) provided the tendered item is listed in the registration Certificate of MSME/NSIC. 15.2.1. A proof regarding current registration with bodies as detailed in Para 5.1.C above for the purpose of exemption tendered items will have to be attached along with the bid. The enlisted certificate issued by bodies as detailed in Para 15.1 should be current and valid on the date of opening of bid (Chapter-15 of procurement manual).

Date& Time of Online Submission of Tender bid: **Upto15:00hrs 11.10.2021**  
**(Tender closing date).**

**Note2:** In case the date of submission (opening) of bid is declared to be a holiday, the date of submission(opening) of bid will get shifted automatically to next working day at the same scheduled time. Any change in bid opening date due to any other unavoidable reason will be intimated to all the bidders separately.

- 6. **Online Opening of Tender Bids: At 15:00 on 12.10.2021** and  
Offline Document Submission Date: 11:30 Hrs 12.10.2021

**7.0 Place of opening of Tender bids:**

- 7.1 This tender is being invited through e-tendering process; the tenders shall be opened through Online Tender Opening Event. BSNL's Tender Opening Officers as well as authorized representatives of bidders can attend the Online Tender Opening Event (TOE) at **O/o AGM (General), Bengaluru Telecom District, 4<sup>th</sup>Floor, Telephone House, Raj BhavanRoad,Bengaluru-1.**
- 9.0 Tender bids received after due time & date will not be accepted by the system.
- 10.0 Incomplete, ambiguous, Conditional, unsealed tender bids are liable to be rejected.

- 11.0 PGM BSNL Bengaluru Telecom District, reserves the right to accept or reject any or all tender Bids without assigning any reason. He is not bound to accept the lowest tender.
- 12.0 The official copy of tender document for e-bidding process of E-tender shall be available for Downloading from [www.bangaloretelecom.com/www.karnataka.bsnl.co.in/etenders.gov.in](http://www.bangaloretelecom.com/www.karnataka.bsnl.co.in/etenders.gov.in) (Click on e-Tenders).
- 12.1 The bidder shall furnish a declaration that no addition/deletion/corrections have been made in the downloaded tender document being submitted and it is identical to the tender document appearing on E-tender [www.bangaloretelecom.com/www.karnataka.bsnl.co.in/etenders.gov.in](http://www.bangaloretelecom.com/www.karnataka.bsnl.co.in/etenders.gov.in) (click on e-Tenders)
- 12.2 In case of any correction/addition/alteration/omission in the tender document, the tender bid shall be treated as non responsive and shall be rejected summarily.

**Note3:** All documents submitted in the bid offer should be preferably in English. In case the certificate viz experience, registration etc. is issued in any other 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.

**Note4:** All computer generated documents should be duly attested/signed by the issuing organization.

सहा. महा प्रबंधक (सामग्री प्रबंधन)  
Asst. General Manager (General)  
बें. दू. जिलाBGTD, बेंगलूर/Bengaluru-1.  
Tel: 080-22862555/2286 2828

**SECTION 2**  
**Tender Information**

**1) Type of tender: Single stage bidding Two stage Opening using two Electronic Envelope System (e-Tender)**

**Note:** - The bids will be evaluated techno-commercially first and thereafter financial bids of techno-commercially compliant bidders only shall be opened.

**2) Bid Validity Period / Validity of bid Offer for acceptance by BSNL** :150 days from the tender opening date and can be extended.

**3) The tender offer shall contain two envelopes viz. techno-commercial and financial envelope which will contain one set of the following documents only:**

- a) **Techno-commercial envelope shall contain :- Online**
- i. EMD / Bid Security Declaration or Valid NSIC/MSME certificate if applicable to be submitted offline
  - ii. Cost of the tender documents i.e. tender fee. (Scanned copy of the DD to be uploaded on line and original to be submitted offline.(Also for web downloaded documents)
  - iii. All documents/certificate(s) showing fulfillment of the eligibility criteria(s) stated in Clause 4 of the DNIT (section I part A).
  - iv. Power of Attorney & authorization for executing the power of Attorney in accordance with clause 14.3 of Section 4 Part A
  - v. The bidder shall comply with Department of Expenditure, Ministry of Finance order issued vide F. No. 6/18/2019-PPD dated 23.07.2020 (Make in India Preference/National Security clause) available at Section 6 Part B & C and shall submit necessary registration certificate wherever applicable.
  - vi. Profile of the tenderer (optional).
  - vii. Indemnity bond declaration as per **Section VI Part E**.
  - viii. Letter of authorization for attending bid opening event as per Section VII Part (C).
  - ix. Declaration for not having done any additions / deletions / modifications to terms of the tender document as per Section Annexure-III
  - x. Declaration with respect to no dues to be paid to law enforcement authorities like ESI / EPF etc as per Section VI Part F
  - xi. Copy of IT returns for assessment years (2018-19, 2019-20 and 2020-21).
  - xii. Undertaking & declaration duly filled & signed as per Section VI Part A,B & C
  - xiii. Bid Security Declaration as per Annexure-VI (B).
  - xiv. Bidder's Profile & Questionnaire duly filled & signed - Section VIII.
  - xv. Near Relation Certificate in Proforma –VI (D) -duly filled & signed.
  - xvi. Tender/ Bid form, duly filled & signed - Sec IX- Part A.

**b) Financial envelope shall contain: Online  
Electronic Form- financial along with price Schedule (BOQ) with all relevant bid annexure.**

**Note1: The following documents are required to be submitted Offline (i.e. offline submissions) to AGM (Genl), 4<sup>TH</sup> Floor, Telephone House, Bengaluru on or before 11:30hrs of 12.10.2021 in a sealed envelope. (Physical copy).**

- i) EMD / Bid Security Declaration (original copy) as per annexure VI (B) / copy of valid NSIC/MSME if applicable.
- ii) DD/ Banker's cheque of Tender document fee (Original copy)
- iii) Power of Attorney in accordance with clause 14.3 of section 4 Part A and authorization for executing the power of Attorney.
- iv) Letter of authorization to attend the bid.
- v) In case of MSME bidders, Valid MSME certificate to be submitted. Declaration of UAM Number (Udyog Aadhar Memorandum Number) by MSE bidders on CPPP (Centre Public Procurement Portal).

Note 2: The Bidder has to submit the Scanned copy of all above mentioned original documents during Bid- Submission.

Note3: - Any delay in receipt of OFF Line documents by any means (By Post / By Courier will not be accepted beyond the date and time in the Tender document and will be summarily rejected.

Note: - All statutory taxes as applicable shall be deducted at source before payment.

#### **4.0 Payment terms:**

- i. The contractor shall submit bills, in triplicate, to the concerned field unit in-charge on or after the 3rd of every month for the job executed during the preceding month, duly verified in all respects and certified by the officer in charge. The bills submitted shall be pre receipted and shall accompany attendance and other statements as prescribed by AGM (ESTB), BSNL, BGTD.
- ii. The Accounts Officer will make payment to the contractor against the bills duly verified and Certified subject to the deduction, if any, as per contract terms. The final bill at the discretion of the BSNL BGTD may be settled through the office of the General Manager, if so, decided.
- iii. Income tax including surcharge as applicable for which the bill has been passed will be deducted as tax at source, under relevant government rules. However, if any new legislation comes into effect for deducting the tax at source at any other rate, deduction will be made at that rate Necessary income tax deduction certificate will be issued by the AGM (ESTB) or the Accounts Officer detailing the amount so deducted as tax at source at the time of payment of each bill.
- iv. The payments due to the contractor / supplier will be effected preferably through Electronic Clearing scheme (ECS) or Electronic Fund Transfer method (EFT) directly to the Bank account of the contractor / supplier. Contractor / Supplier should submit the mandate form as in Annexure- I duly filled and signed with a Cancelled / Photo Copy of the Cheque leaf along with the performance security Bond / Agreement on receipt of the Advance Purchase order.
- v. Any liquidated damages due shall also be recoverable from the bills submitted for payment, by the aforesaid officers. The Officer in charge concerned will have the right to recover liquidated damages for delay or slow progress of the work from the bills submitted for payment. The security deposit with the BSNL be considered for adjustment against liquidated damages only at the time of final conclusion of the contract and final settlement of account. The final settlement of the bills and refund/adjustment/appropriation or any amount retained from the running bills of the contractor, shall be made fully after the officer concerned is satisfied that all the contractual obligations have been fully met and no amount remains due for recovery from the contractor on any count. Unless there are specific reasons, all accounts are expected to be settled within a period of 6 months from the date of completion of work in all respects.



**Note:**

- a) The successful contractor should submit list of workers deployed in BSNL BGTD showing the details like Name, Age, Sex, Location where deployed etc.
- b) The contractor should produce the details of EPF/ESI Remittance made towards each of the engaged worker along with Challans.  
Only online copy of the details of EPF/ESI Remittance made towards each of the engaged worker may be submitted.
- c) The copy of Challans and ECR details for the previous month has to be submitted (bearing seal & Signature) along with the bills for payment with a copy to AGM (ESTB) BGTD within ONE WEEK of remittance of EPF & ESI.
- d) Wage disbursement slip and attendance slip of the same month should be submitted along with the bill for processing.
- e) The wage disbursement should invariably contain UAN, EPF A/C No. and ESI A/C No. of all the Watch and ward Personnel including relievers should be submitted along with the bill.
- f) Relievers should be in the ratio of 1 reliever for every 6 watch and ward personnel.
  - g) All the successful agencies must have a branch office in Bengaluru and shall furnish the details of address, landline number, mobile number, and name of the contact person.
- h) EPF and ESI remittances shall be made in Bengaluru only and all the details of remittances made exclusively for BSNL of the same month should be submitted along with the bill.
- i) Wages of watch and ward personnel should be remitted by 7<sup>th</sup> of every month and NEFT details should be submitted by 10<sup>th</sup> of every month.

5) **Period of Contract:** 240 days from the date of acceptance of Work Order and may be extended for further period of **up to ONE YEAR** on mutual consent.

6) No. of Bidders to be awarded

- i. BGTD intends to award the work of Urban Area to a Maximum of THREE contractors, L1, L2, & L-3 in the ratio 50:30:20 at L-1 rates. In this case the L-1 rates will be counter offered to L-2 & L-3 Bidders.
- ii. If both L2 & L3 Bidders refuse to carry out the work at L-1 rate, then entire 100% work will be awarded to L-1 Bidder only. If any one bidder L-2 or L-3 bidder is not accepting the L-1 rates then the ratio of Quantity offered to the L-1 bidder & L-2 or L3 bidder accepting the L-1 rate will be 60 : 40 .
- iii.
  - a. *In case more than 1 bidder quoting the same L1 rates, then the average turnover of the bidders will be considered for evaluation. The bidders with the highest turnover during the Assessment years 2017-18, 2018-19 & 2019-20 will be considered.*
  - b. *In case only 2 bidders qualifying and quoting same L1 rate, then the work may be allotted in the ratio of 60:40 based on their financial turnover.*
  - c. *In case only 3 bidders qualifying and quoting same L1 rate, then the work may be allotted in the ratio of 50:30:20 based on their financial turnover.*
  - d. *In case of 3 bidders qualifying and 2 bidders quoting the same L1 rate, then the work may be allotted to the two bidders quoting the same L1 rate in the ratio of 50:30 based on their financial turnover and the third qualified bidder may be allotted 20% of the work.*
- iv. Financial Evaluation, L-1, L-2 & L-3 in the ratio of 50:30:20 will be evaluated on the basis of Financial Turn over, whoever is highest and so on.
- v. BGTD intends to award the entire work of Sub-urban area to L-1 bidder.

7) **Paying Authority:** Chief Accounts Officer,  
Central settlement Cell  
O/o CGMT, Karnataka circle,  
Halasuru, Bengaluru 560008

8) Amendments/Modifications to bid documents if any will be hosted on our website [www.bangaloretelecom.com](http://www.bangaloretelecom.com) (Click on e-Tender) 10 days prior to the date of bid opening.

Note:

1. Service charges + Profit Margin quoted should be reasonable and justifiable. The Minimum should not be less than 0 % i.e. No - (Negative) of wages (basic + VDA).
2. In case of more than 3 bidders quoting the same L1 Rates, then average Turnover of the bidders will be considered for evaluation. The bidders with highest Turnover during the Assessment years 2018-19, 2019-20 & 2020-21 will be considered.

सहा. महा प्रबंधक (सामग्री प्रबंधन)  
Asst. General Manager (General)  
बें. दू. जिलाBGTD, बेंगलूर/Bengaluru-1.

### **SECTION- 3**

**The job specifications/duties and responsibilities are as follows:**

**The successful bidder shall have to obtain a valid license under Contract labour R & A act 1970 and submit before commencement of the work**

**The approximate number of Watch & Ward units required: Urban-71 & SUBURBAN-14**

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

1. Refueling of diesel in DG sets and maintaining log book of diesel refueling. (The contract for supply of diesel on site shall be separate and is not part of this contract)
2. Starting/ stopping of the DG set in case of power failure and auto start up failure and making entries in the log book.
3. Switching on and switching off of ACs.
4. Cleaning of power plant, DG battery, firefighting equipment, other equipment at site
5. Answering of telephone, noting of complaints and passing information immediately to specified competent authority.
6. Ensuring that the property of BSNL is not tampered with; Custodianship site with control of Keys will be provided to the contractor during the time of infrastructure maintenance. Movement of any material from the site is to be allowed only with a written permission of site in charge.
7. Restricting access to the site for un-authorized persons and opening & closing of gate as and when required. Maintaining Register for persons visiting the premises.
8. Keeping exchange/office premises in hygienic conditions.
9. Informing BSNL officer in charge Exchange/ BTS about any alarm/ fault message immediately.
10. Help in testing of fire alarm, firefighting equipment etc when desired by officer in charge
11. Running water pump (if any) as and when required.
12. Watering the plants (if any) as and when required.
13. Any other works that may be incidental and related to proper up keep of the telecom site.
14. Proposed timings (The shift timing may be changed by concerned unit in-charge depending upon the requirement)
  - a) For 3 Shift Duties
    1. Shift 1 → 6 am to 2 pm
    2. Shift 2 → 2 pm to 10 pm
    3. Shift 3 → 10 pm to 6 am
  - b) For 2 Shift Night Duties (6 PM to 10 AM)
    1. Shift 1... 6 PM to 2 AM
    2. Shift 2... 2AM to 10 AM
  - c) For 1 Shift Duty: 10 PM to 6 AM

**Note: The services will be required on all the days including Sundays and holidays. The contractor shall ensure that necessary leave reserve as per wages act is maintained.**

सहा. महा प्रबंधक (सामग्री प्रबंधन)  
Asst. General Manager (General)  
बें. दू. जिलाBGTD, बेंगलूर/Bengaluru-1.

**SECTION-4 Part A**  
**GENERAL INSTRUCTION TO BIDDERS (GIB)**

**1.0 DEFINITIONS**

- a) (a) The **CONTRACT** means the documents forming the tender and acceptance thereof and the formal agreement executed between BSNL and the CONTRACTOR together with the documents referred to therein including the conditions of Contract. The Specifications, designs, drawing and instructions issued from time to time by the Officer in charge and all these documents taken together shall be deemed to form one contract and shall be complimentary to one another.
- b) In the "CONTRACT", the following expressions, shall unless where the context otherwise required have the same meaning hereby respectively assigned to them.
- c) The expression "**JOB**" shall unless there be something either in the subject or Context repugnant to such construction be construed and taken to mean the other works by or by virtue of the CONTRACT contracted to the executor whether temporary or permanent, and whether original, altered, substituted or additional.
- d) The **CONTRACTOR** shall mean the individual or firm or Company whether incorporated or not, undertaking the works and shall include the legal personnel representatives or such individual or the persons composing such firm or company or the successors of such firm or company and the permitted assignees of such individual or firm or firms or company.
- e) The **Officer in charge** means the Assistant General Manager/ Sub Divisional Engineer/Junior Telecom Officer or any officer on site, shall be Incharge of work at any time or who shall sign the contract on behalf of the BSNL.
- f) The **PURCHASER /Company** will mean "BSNL Bangalore Telecom District".

**a. ELIGIBILITY CONDITION**

2.1 Refer clause 4 of Detailed NIT (Section -1, Part A)

**3 .0 COST OF BIDDING**

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

**4 The e bid document include:**

- 4.1 The services required to be offered; bidding procedures and contract terms and conditions are prescribed in the Bid documents.
  - a. Detailed Notice Inviting e- Tender ( Section-I, Part-A)
  - b. Tender Information (Section 2)
  - c. Scope of work & Job Description ( Section 3)
  - d. General Instructions to bidder (Section 4 part A )
  - e. Special Instructions to bidders for e-tendering (Section 4 Part B)
  - f. Terms & Conditions of Contract (Section 5)
  - g. Undertaking & Declaration(Section-6A,B,C)
  - h. No Near relatives Certificate Format. (Section-6D)
  - i. EMD / Bid Security Declaration. (ANNEXURE – 6B)
  - j. Performance Security Bond Form (Section 7B)
  - k. Letter of authorization to attend bid opening (Section 7C)
  - l. Tenderer's Profile(Section 8)
  - m. Bid Form (Section 9Part-A )
  - n. Price Bid (Section 9 Part -B)
  - o. Bank Mandate form for vendor creation (Annexure-I)
  - p. Pre receipt (Annexure-II)

- q. No-modification Certificate ( Annexure III)
- r. Power of Attorney format. (Annexure IV)
- s. Notarized affidavit for sole Proprietorship(Annexure V)
- t. Declaration (Annexure-VI)
- u. Agreement Between a BSNL and Contractor (Annexure-VII)
- v. Appendix to Section 4 Part A (Annexure-VIII)
- w. No dues to be paid to Law Enforcement Authorities like ESI/EPF[ Section (6F)]
- x. Indemnity Bond [Section 6(E)]

**4.2** The Bidder is expected to examine all instructions, forms, terms and specifications in the Bid Documents. **Failure to furnish all information required as per the Bid Documents or submission of bids not substantially responsive to the Bid Documents in every respect will be at the bidder's risk and may result in rejection of the bid.**

#### **5.0 CLARIFICATION OF BID DOCUMENTS:**

- 5.1. The prospective bidder, requiring any clarification on the bid documents shall notify the purchaser in writing or by FAX at the purchaser's mailing address indicated in the invitation of Bid. The Purchaser shall respond in writing to any request for the clarification of the bid documents, which it receives **not later than 10 days prior to the date of opening of the Tenders**. Copies of the query (without identifying the source) and clarifications by the Purchaser shall be sent to all the prospective bidder who have received the bid documents.
- 5.2 Any clarification issued by BSNL in response to query raised by prospective bidders shall form an integral part of bid documents and it may amount to an amendment of relevant clauses of the bid documents.

#### **6.0 AMENDMENT OF BID DOCUMENTS:**

- 6.1 At anytime, prior to the date of submission of bids, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify bid documents by amendments.
- 6.2 The amendments shall be notified in [www.bangaloretelecom.com](http://www.bangaloretelecom.com)--> e-tenders and these amendments will be binding on them.
- 6.3 In order to afford prospective bidders a reasonable time to take the amendment into account in preparing their bids, the Purchaser may, at its discretion, extend the deadline for the submission of bids suitably.

#### **7.0 DOCUMENTS COMPRISING THE BID:**

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

- (a) **Documentary evidence establishing that the bidder is eligible to bid and is qualified to perform the contract if its bid is accepted in accordance with the clause 2 & 10.**
- (b) Bid Security furnished in accordance with clause 12.
- (c) A Bid form and price schedule completed in accordance with Section 9 Par A & part B.

#### **8.0 BID FORM :**

The Bidder shall complete the Bid Form and appropriate Price Schedule furnished in the Bid Documents, indicating the goods/Services to be supplied, brief description of the goods, quantity and prices as per Section 9 Part B.

#### **9.0 BID PRICES:**

- 9.1 The Bidder shall give the total composite price inclusive of all Levies and Taxes i.e. Sales Tax, Service Tax & Excise, packing, forwarding, freight and insurance etc., but excluding Octroi / Entry Tax which will be paid extra as per ac

be individually indicated against the goods/service it proposes to supply under the contract as per the price schedule given in Section 9 Part-B Prices of incidental services should also be quoted. The offer shall be firm in 'Indian' Rupees. No Foreign exchange will be made available by the Purchaser.

9.2 Prices indicated in the Price Schedule shall be entered in the following manner:

i) The supplier shall quote as per price schedule given in Section 9 part B for all the items given in schedule of requirement.

9.3 A Bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.

9.4 The prices quoted by the bidder shall be in sufficient detail to enable the Purchaser to arrive at the price of equipment / system offered.

9.5 **"DISCOUNT", if an offer by the bidder is not specifically indicated in the price schedule. Bidders shall bid their offer suitably while quoting and shall quote clearly net price taking all such factors like Discount, free supply, etc., into account".**

9.6 The price approved by BSNL for procurement will be inclusive of Levies and Taxes, packing, forwarding, freight and insurance as mentioned in Para 9.1 above. Break up in various heads like excise duty, sales tax, insurance, freight & other taxes paid/payable as per Clause 9.2 (i) is for the information of the purchaser.

**10.0 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATION: (These documents have to be scanned and uploaded in the website)**

10.1 The bidder shall furnish, as part of bid documents establishing the bidder's eligibility the following documents or whichever is applicable as per terms and conditions of Bid Documents.

- i. Certificate of incorporation/Firm registration certificate
- ii. Memorandum & Articles of Association or Partnership Deed or Proprietorship Deed as the case may be. **In case of sole proprietorship, an affidavit to be furnished that "he is the sole proprietor of the firm and he is accountable to all tax liabilities of the said firm" (It should be on Non judicial stamp paper duly attested by a Notary Public or registered before Sub-Registrar of the State(s) concerned)**
- iii. Copy of valid PAN card
- iv. Latest and valid NSIC Certificate duly certified by NSIC, if applicable,
- v. Copy of Registration Certificate of Service Tax/GST
- vi. Copy of Registration certificate of ESI & EPF duly attested
- vii. Power of Attorney as per clause 14.3 of Section-4 and authorization for executing the power of Attorney.
- viii. Certificates from all Directors of the bidder stating that none of their near relatives are working in BSNL in accordance with clause 34.
- ix. List of all Directors including their name(s), Director Identification number(s) (DIN) and address (es) along with contact telephone numbers of office and residence.
- x. Monthly ECR Returns/ECR uploaded Details w.r.t. EPF returns for the last two years (2019-20 & 2020-21) along with the remittance Challans. ESI returns for the previous year (2020-21) remitted half yearly along with the remittance Challans. All these returns should be duly acknowledged by the authorities concerned. Returns without due Acknowledgement will not be considered. Similarly all remittance Challans should contain bank seals.
- xi. A declaration to the effect that no dues to be paid to Law Enforcement Authorities, like **EPF/ESI** and no violation was noted by Labour Regulation & Abolition Act as amended time to time.
- xii. Indemnity bond declaration as per **Section VI Part E**.
- xiii. Latest Resolutions in case of any change of Partners/Directors.
- xiv. Tenderer's Profile as per section – 8 and bid form as per section 9 part A duly filled and signed.

- xv. The bidder shall comply with Department of Expenditure, Ministry of Finance orders issued vide F. No. 6/18/2019- PPD dated 23.07.2020 (**Preference to Make in India/National Security Clause**) available at Section VI Part B & C and shall submit necessary registration certificate wherever applicable.
- 10.2 Turn over certificate as required in eligibility criteria (Clause 4 of Section 1, Part A (Detailed NIT).
- 10.2.1 Experience certificate(s) of having provided at least 100 units of upkeep/watch & ward total at a time in a month to any Organization(s), for any Two years during last five years from the date of publication of NIT.
- 10.2.2 List of qualified and experienced personnel on the regular pay rolls, including supervisory staff that will be deployed on the job.
- 11.0 DOCUMENTS ESTABLISHING GOODS CONFORMITY TO BID DOCUMENTS: NOT Applicable
- 12.0 **BID SECURITY:**
- 12.1 Pursuant to Clause 7, the bidder shall furnish, as part of his bid, a Bid Security Declaration to be submitted as per ANNEXURE VI(B)
- 12.2 The MSE bidders are exempted from payment of bid security:
- A proof regarding valid registration with body specified by Ministry of Micro, Small & Medium Enterprise for the tendered items will have to be attached along with the bid.
  - The enlistment certificate issued by MSME should be valid on the date of opening of tender.
  - MSE unit is required to submit its monthly delivery schedule.
  - If a vender registered with body specified by Ministry of Micro, Small & Medium Enterprise claiming concessional benefits is awarded work by BSNL and subsequently fails to obey any of the contractual obligations; he will be debarred from any further work/ contract by BSNL for one year from the date of issue of such order.
- 12.3 The bid security is required to protect the BSNL against the risk of bidders conduct, which would warrant the forfeiture of bid security, pursuant to Para 12.7
- 12.4 **The bid not secured in accordance with Para 12.1 and 12.3 shall be rejected by the BSNL being non-responsive at the bid opening stage.**
- 12.5 The bid security of the unsuccessful bidder will be discharged / returned as promptly as possible as but not later than 30 days after the expiry of the period of bid validity prescribed by the Purchaser pursuant to Clause 13.
- 12.6 The successful bidder's bid security will be discharged upon the bidders acceptance of the advance purchase order satisfactorily in accordance with Clause 27& furnishing the performance security.
- 12.7 The bid security may be forfeited.
- If the bidder withdraws or amends its bid or impairs or derogates from the bid in any respect during the period of bid validity specified by the bidder in the bid form or extended subsequently; or
  - If the bidder does not accept the APO/ AWO and/ or does not submit PBG & sign the contract/ agreement in accordance with clause 28.
  - In the case of successful bidder, if the bidder fails:
    - To sign the contract in accordance with Clause 28 or
    - To furnish performance security in accordance with Clause 27.

In both the above cases, i.e. 12.7 (a) and (b), the bidder will not be eligible to participate in the tender for same item for one year from the date of issue of APO. The bidder will not approach the Court against the decision of BSNL in this regard.

**Note:** - The bidder shall mean individual company/ firm or the front bidder and its technology/ consortium partner, as applicable.

### **13.0 PERIOD OF VALIDITY OF BIDS**

13.1 Bid shall remain valid for **150** days from the date of opening of (Technical) bids prescribed by the BSNL, pursuant to Clause 19.1.A **bid valid for a shorter period shall be rejected by the BSNL being non-responsive.**

13.2 In exceptional circumstances, the BSNL may request the consent of the bidder for an extension to the period of bid validity. The request and the response thereto shall be made in writing. The bid security provided under Clause 12 shall also be suitably extended. The bidder may refuse the request without forfeiting his bid security. **A bidder accepting the request and granting extension will not be permitted to modify his bid.**

### **14.0 FORMAT AND SIGNING OF BID:**

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

**Note:** The Purchaser may ask the bidders(s) to supply besides original bid, additional copy of bids as required by him.

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

### **14.3 Power of Attorney:**

- (a) The Power of Attorney should be submitted and executed on the non-judicial stamp paper of appropriate value as prevailing in the concerned states(s) and the same be attested by a Notary public or registered before Sub-Registrar of the states(s) concerned.
- (b) The Power of Attorney shall be executed by a person who has been authorized by the Board of Directors of the bidder in this regard, on behalf of the Company/Institution/Body Corporate.
- (c) In case of the bidder being a firm, the said Power of Attorney should be executed by all the Partner in favour of the said Attorney.
- (d) Attestation of the specimen signatures of authorized signatory by the company's/ firm's bankers shall be furnished. Name, designation, Phone number, mobile number, e-mail address and postal address of the authorized signatory shall be provided.

### **15.0 SEALING AND MARKING OF BIDS:**

15.1 The bid shall be 'Single Stage Bidding & Two envelope system'. The bid should be submitted online using Two Envelope methodology. The first envelope will be named as Techno-commercial bid. This envelope will contain documents of bidder's satisfying the eligibility/ Technical & commercial conditions as per clause 2 & 10 with Bid security as per Clause 12.



The second envelope will be named as Financial bid containing price schedules as per Section Part-B Bid sealing is done **electronically by encrypting** each bid part with a symmetric pass phrase by the bidders himself. Please refer Section 4Part B for further instructions.

15.2 **Venue of Tender Opening:** O/o AGM (General), BGTD, 4<sup>th</sup> Floor, Telephone House, Rajbhavan Road, Bangalore-560001

**16.0 SUBMISSION OF BIDS:**

16.1 Bids must be submitted online by the bidders as per instructions in Section 2 not later than the specified date & time indicated in the covering letter.

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

16.3 The bidder shall submit his bid offer against a set of bid documents purchased by him for all Packages as per requirement of the Bid Documents.

**17.0 LATE BIDS:**

**Any bid received by the BSNL after the deadline for submission of bids prescribed by the BSNL pursuant to clause 16 shall be rejected.**

**18.0 MODIFICATION AND WITHDRAWAL OF BIDS:**

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

18.2 The bidder's modification, revision or withdrawal shall have to be online and digitally authenticated as per clause 15.

18.3 Subject to clause 20, no bid shall be modified subsequent to the deadline for submission of bids.

**19.0 OPENING OF BIDS :**

19.1 The purchaser shall open Bids **online**, in the presence of bidders or their authorized representatives who choose to attend at due time on due date. The bidder's representatives, who are present; shall sign an attendance register. Authorisation letter to this effect shall be submitted by the bidder before they are allowed to participate in bid opening. (A Format is given in Section 7C).

19.2 Maximum **one** representative for any bidder shall be authorized and permitted to attend the bid opening.

(i) The bids will be opened in two stages i.e. techno-commercial bid shall be opened on the date of tender opening given in NIT. The financial bid will not be opened on the date of opening of techno-commercial bids. Thereafter the CET will evaluate Techno-commercial bids & report of CET will be approved by competent authority.

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

(iii) The bidder's names, Item name, BID security declaration & validity and acceptability, Information in respect of eligible bidders, Details of bid modification/ withdrawal (if any), and such other details as the purchaser, at its discretion, may consider appropriate will be made available online at the time of techno-commercial bid opening.

(iv) The bidder's names, Name of the Items, Quantities/prices quoted in the bid, discount, if offered, Taxes & levies and such other details as the purchaser, at its discretion, may consider appropriate will be made available online at the time of financial bid opening.

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

**20.0 CLARIFICATION OF BIDS :**

- 20.1** To assist in the examination, evaluation and comparison of bids, the BSNL may at its discretion ask the bidder for the clarification of its bid. The request for clarification and response shall be in writing. **However, no post bid clarification at the initiative of the bidder, shall be entertained.**
- 20.2** If any of the documents, required to be submitted along with the technical bid is found wanting, the offer is liable to be rejected at that stage. However the purchaser at its discretion may call for any clarification regarding the bid document within a stipulated time period. In case of non compliance to such queries, the bid will be out rightly rejected without entertaining further correspondence in this regard.

**21. PRELIMINARY EVALUATION :**

- 21.1** BSNL shall evaluate the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the bids are generally in order.
- 21.2** Arithmetical errors shall be rectified on the following basis. Based on the quoted percentage of duties and taxes, Freight etc. the amounts quoted thereof shall be worked out and rounded off to 2 decimal points. In case the unit price quoted in column 12 does not tally with its breakup quoted in col. 4, 6, 8, 10 & 11, the same shall be corrected by summing up the breakups. If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected by the purchaser. (Not applicable since this is an e-tender)
- 21.3** If there is a discrepancy between words and figures, the amount in words shall prevail. **If the supplier does not accept the correction of the errors, its bid shall be rejected.**
- 21.4** Prior to the detailed evaluation pursuant to clause 22, the Purchaser will determine the substantial responsiveness of each bid to the Bid Document. For purposes of these clauses, a substantially responsive bid is one which confirms to all the terms and conditions of the Bid Documents without material deviations. The purchaser's determination of bid's responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence.
- 21.5** **A bid, determined as substantially non-responsive will be rejected by the purchaser and shall not subsequent to the bid opening be made responsive by the bidder by correction of the non-conformity.**
- 21.6** The Purchaser may waive any minor infirmity or non-conformity or irregularity in a bid which doesn't constitute a material deviation, provided such waiver doesn't prejudice or affect the relative ranking of any bidder.

**22. EVALUATION AND COMPARISON OF SUBSTANTIALLY RESPONSIVE BIDS:**

**22.1** The Purchaser shall evaluate in detail and compare the bids previously determined to be substantially responsive pursuant to clause 21.

- a) **Evaluation will be done considering the net cost to BSNL** BGTD (inclusive of all taxes and levies etc). Evaluation will be done separately for urban and sub-urban areas.
- b) BGTD intends to award the work of Urban Area to a **Maximum** of THREE contractors, L1, L2, & L-3 in the ratio **50:30:20** at L-1 rates. In this case the L-1 rates will be counter offered to L-2 & L-3 Bidders.
- c) If both L2 & L3 Bidders refuses to carry out the work at L-1 rate, then entire **100%** work will be awarded to L-1 Bidder only. If any one bidder L-2 or L-3 bidder is not accepting the L-1 rates then the ratio of Quantity offered to the L-1 bidder & L-2 or L3 bidder accepting the L-1 rate will be 60 : 40.

- d)
- i. In case more than 1 bidder quoting the same L1 rates, then the average turnover of the bidders will be considered for evaluation. The bidders with the highest turnover during the **Assessment years 2018-19, 2019-20 & 2020-21** will be considered.
  - ii. In case only 2 bidders qualifying and quoting same L1 rate, then the work may be allotted in the ratio of 60:40 based on their financial turnover.
  - iii. In case only 3 bidders qualifying and quoting same L1 rate, then the work may be allotted in the ratio of 50:30:20 based on their financial turnover.
  - iv. In case of 3 bidders qualifying and 2 bidders quoting the same L1 rate, then the work may be allotted to the two bidders quoting the same L1 rate in the ratio of 50:30 based on their financial turnover and the third qualified bidder may be allotted 20% of the work.

**e) BGTD intends to award the entire work of Sub-urban area to L1 bidder.**

**f) Financial Evaluation, L-1, L-2 & L-3 in the ratio of 50:30:20 will be evaluated on the basis of Financial Turn over, whoever is highest and so on.**

### **23. CONTACTING THE PURCHASER:**

- 23.1 Subject to Clause 20, no bidder shall try to influence the Officer on any matter relating to its bid, from the time of the bid opening till the time the contract is awarded.
- 23.2 Any effort by a bidder to modify his bid or influence the Officer In charge in the bid evaluation, bid comparison or contract award decisions shall result in the rejection of the bid.

### **24.0 PLACEMENT OF ORDER**

- 24.1. The Purchaser shall consider placement of orders for commercial supplies only on those eligible bidders whose offers have been found technically, commercially and financially acceptable and whose goods have been type approved/ validated by the purchaser. The Purchaser reserves the right to counter offer price(s) against price(s) quoted by any bidder.
- 24.2 The ordering price of any bidder shall not exceed the lowest evaluated package price. However, at a later stage if there is any increase in Govt. duties/taxes within scheduled delivery date (SDD), the unit prices with applicable revised duties/taxes will be paid to suppliers irrespective of their ranking viz.L1/ L2/ L3 .....Etc keeping other levies & charges unchanged.
- 24.3. The purchaser reserves the right for the placement of order of entire tendered quantity on the bidder with the lowest evaluated price.
- 24.4 In the event of L2 and so on bidders refusing to accept its package de rated to the price of L1 bidder, BSNL reserves the right to place the order for entire quantity to the L1 bidder. It is mandatory for the L1 bidder to accept such an offer (second APO) at evaluated L-1 price and shall perform the whole contract as envisaged in the tender document. The additional quantity, due to non-acceptance of respective quantity by L2 and/or L3 and so on bidders, as envisaged in clause3 (Distribution of Quantity) in section 4 Part B, shall be supplied by the L-1 bidder as part of whole contract.

### **25. PURCHASER'S RIGHT TO VARY QUANTITIES AT THE TIME OF AWARD:**

- (a) BSNL reserves the right to increase or decrease up to 25% of the quantity of goods and services specified in the schedule of requirements without any change in the unit price or other terms and conditions at the time of award of contract.
- (b) BSNL also reserves the right for placement of additional order or up to 50% of the additional quantities of goods and services contained in the running tender/ contract within a period of 240 Days from the date of acceptance of first APO in the tender at the same rate or a rate negotiated (downwardly) with the existing vendors considering the reasonability of rates based on prevailing market conditions and the impact of reduction in duties and taxes etc and supplies to be obtained

within delivery period scheduled afresh.

- (c) In exceptional situation where the requirement is of an emergent nature and it is necessary to ensure continued supplies from the existing vendors, the purchaser reserves the right to place repeat order up to 100% of the quantities of goods and services contained in the running tender /contract within a period of **240 days** from the date of acceptance of APO in the tender at the same rate or a rate negotiated (downwardly) with the existing vendors considering the reasonability of rates based on prevailing market conditions and the impact of reduction in duties and taxes etc. Exceptional situation and emergent nature should be spelt out clearly detailing the justification as well as benefits accrued out of it and loss incurred in case this provision is not invoked and approved by the authority competent to accord administrative and financial approval for the procurement calculated on the basis of total procurement i.e. initial and proposed add-on quantity.

**26. PURCHASER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS.**

The Purchaser reserves the right to accept or reject any bid and to annul the bidding process and reject all bids, at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders on the grounds of the Purchaser's action.

**27. ISSUE OF ADVANCE PURCHASE ORDER**

- 27.1 The issue of advance purchase order shall constitute the intention of the purchaser to enter into contract with the bidder.
- 27.2 The bidder shall within 14 days of issue of advance purchase order, give his acceptance along with performance security in conformity with the Proforma provided with the bid document at Section 7B.
- 27.3 Advance Work order is subject to verification of eligibility criteria documents as mentioned in clause 4.1 above (submitted in the tender) with their originals.
- 27.4 Successful bidders to whom the AWO has been issued is required to show the originals to the AWO Issuing Authority or an Officer/ committee nominated by him for this purpose within the stipulated time period for submission of PBG.
- 27.5 In case any eligibility criteria document mentioned in clause 4.1 above is submitted by the bidder as a part of its bid, happens to be issued by BSNL, then AWO / WO issuing authority or an officer / committee nominated by him for this purpose will verify the same from the BSNL UNIT who has issued the said document by making correspondence with the respective unit within the stipulated time period for submission of PBG.
- 27.6 WO will be placed on the vendor only on successful verification of above documents apart from fulfilment of other AWO conditions.

**28. SIGNING OF CONTRACT:**

- 28.1 The issue of Purchase Order shall constitute the award of contract on the bidder.
- 28.2 Upon the successful bidder furnishing performance security pursuant to clause 27, the Purchaser shall discharge the bid security in pursuant to clause 12, except in case of L-1 bidder, whose EMBG/ EMD shall be released only after finalization of tender.
- 28.3 The bidder shall License from State Labour Commissioner for the labour being employed & submit before commencement of work.

**29. ANNULMENT OF AWARD:**

Failure of the successful bidder to comply with the requirement of Clause 28 shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security in which event the Purchaser may make the award to any other bidder at the discretion of the Purchaser or call for new bids.

**30. QUALITY ASSURANCE REQUIREMENTS: NOT APPLICABLE**

**31. REJECTION OF BIDS:**

- 31.1 While all the conditions specified in the Bid documents are critical and are to be complied, special attention of bidder is invited to the following clauses of the bid documents. Non-compliance of any one of these shall result in outright rejection of the bid.
- a) Clauses 12.1, 12.3& 13.1 of Section- 4 Part A: The bids will be rejected at opening stage if Bid security is not submitted as per Clauses 12.1 & 12.3 and bid validity is less than the period prescribed in Clause 13.1 mentioned above.
  - b) Clause 2 & 10 of Section-4Part A: If the eligibility condition as per clause 2 of Section 4 Part A is not met and/ or documents prescribed to establish the eligibility as per Clause 10 of section 4 Part A are not enclosed, the bids will be rejected without further evaluation.
  - c) Section-9 Price Schedule: Prices are not filled in as prescribed in price schedule.
  - d) Section-4 Part A clause 9.5 on discount which is reproduced below:-  
"Discount, if any, offered by the bidder shall not be considered unless specifically indicated in the price schedule. Bidders desiring to offer discount shall therefore modify their offer suitably while quoting and shall quote clearly net price taking all such factors like Discount, free supply etc. into account".
- 31.2 Before outright rejection of the Bid by Bid-opening team for non-compliance of any of the provisions mentioned in clause 31.1(a), 31.1(b) of Section-4PartA, the bidder company is given opportunity to explain their position, however if the person representing the company is not satisfied with the decision of the Bid opening team, he/they can submit the representation to the Bid opening team immediately but in no case after closing of the tender process with full justification quoting specifically the violation of tender condition if any.
- 31.3 Bid opening team will not return the bids submitted by the bidders on the date of tender opening even if it is liable for rejection and will preserve the bids in sealed cover as submitted by taking the signatures of some of the desirous representatives of the participating bidder/companies present on the occasion.
- 31.4 The in-charge of Bid opening team will mention the number of bids with the name of the company found unsuitable for further processing on the date of tender opening and number of representations received in Bid opening Minutes and if Bid opening team is satisfied with the argument of the bidder/company mentioned in their representation and feel that there is prima-facie fact for consideration, the in-charge of the bid opening team will submit the case for review to Officer competent to approve the tender as early as possible preferably on next working day and decision to this effect should be communicated to the bidder company within a week positively. Bids found liable for rejection and kept preserved on the date of tender opening will be returned to the bidders after issue of P.O. against the instant tender.
- 31.5 If the reviewing officer finds it fit to open the bid of the petitioner, this should be done by giving three (working) days notice to all the participating bidders to give opportunity to participants desirous to be present on the occasion.

**32. ACTION BY PURCHASER AGAINST BIDDER(S)/ VENDOR(S) IN CASE OF DEFAULT.**

In case of default by Bidder(s)/ Vendor(s) such as

- a) Supplier failed to provide the services in time;
- b) Services performed is not satisfactory in the field in accordance with the specifications;
- c) Or any other default whose complete list is enclosed in Appendix-1.

Purchaser will take action as specified in Appendix-1 of this section.

**33 Clause deleted.**

**34 NEAR RELATIONSHIP CERTIFICATE**

- 34.1 The bidder should give a certificate that none of his/her near relative is working in the units as defined below where he is going to apply for the tender. In case of proprietorship firm, certificate will be given by the proprietor. For partnership firm, certificate will be given by all the partners and in case of limited company, certificates by all the Directors of the company excluding Government of India/Financial institution nominees and independent non-Official part time Directors appointed by Govt. of India or the Governor of the State. Due to any breach of these conditions by the company or firm or any other person the tender will be cancelled and Bid Security will be forfeited at any stage whenever it is noticed and the purchaser will not pay any damage to the company or firm or the concerned person.
- 34.2 The company or firm or the person will also be debarred for further participation in the concerned unit.
- 34.3 The near relatives for this purpose are defined as:-
- (a) Members of a Hindu undivided family.
- (b) They are husband and wife.
- 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).
- The format of the certificate to be given is "I.....s/o..... r/o..... Hereby certify that none of my relative(s) as defined in the tender document is/are employed in BSNL unit as per details given in tender document. In case at any stage, it is found that the information given by me is false/incorrect, BSNL shall have the absolute right to take any action as deemed fit/without any prior intimation to me." Kindly refer Section 6B.

**35. VERIFICATION OF DOCUMENTS AND CERTIFICATES :**

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

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

**SECTION – 4 PART B**  
**SPECIAL CONDITIONS OF THE CONTRACT**

- i. **Must Ensure that wages are paid to the Personnel Engaged by the Agency by 5<sup>th</sup> of Every Month and NEFT Details to be submitted by 10<sup>th</sup> of every month.**
- ii. **EPF/ESI must be paid at Bengaluru Exclusively for BSNL and Details of the previous month to be submitted by 10<sup>th</sup> of the following month and ESI Smart Card must be issued to all the Personnel including Relievers.**
- iii. **Police Verification report of all the personnel engaged by the agency should be submitted within one month of Date of commencement of the Tender.**
- iv. **Activated UAN Numbers of all the personnel to be submitted within one month of Commencement of Tender.**
- v. **Relievers in the Ratio of 6:1 must be ensured.**
- vi. **Must ensure that they have an Office in Bengaluru and Produce Proof.**
- vii. **Must ensure that Bills are submitted to end users by 3<sup>rd</sup> of every month.**
- viii. **UAM Number must be compulsorily submitted by the bidders claiming exemption under MSME.**

**SECTION –4 PART C  
SPECIAL INSTRUCTIONS TO BIDDERS FOR E-TENDERING**

**General:**

These Special Instructions (for e-Tendering) supplement 'General Instructions to Bidders' (GIB), as given in Section-4 Part A of the Tender Documents. Submission of Bids only through online process is mandatory for this Tender.

E-Tendering is a new methodology for conducting Public Procurement in a transparent and secured manner. Suppliers/ Vendors will be the biggest beneficiaries of this new system of procurement. For conducting electronic tendering, O/o Principal General Manager, BSNL, Bangalore Telecom District, has decided to use the (<http://www.etenders.gov.in>) through NIC's (National Informatics Centre) Central Public Procurement Portal, Ministry of Communications & Information Technology, Government of India. Benefits to Suppliers are outlined on the Home-page of the E-portal.

**Instructions:**

**1. Tender Bidding Methodology:**

Sealed Bid System 'single Stage – 2 e-Envelopes

Using – Two e- Envelopes.

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

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

1. Procure a Digital Signing Certificate (DSC)
2. Register on NIC's (National Informatics Centre) Central Public Procurement Portal (CPPP)
3. Create Users and assign roles on CPPP
4. View Notice Inviting Tender (NIT) on CPPP
5. Download Official Copy of Tender Documents from CPPP
6. Clarification to Tender Documents on CPPP
- Query to BSNL (Optional)
- View response to queries posted by BSNL, as addenda.
7. Bid-Submission on CPPP: Prepare & arrange all document/paper for submission of bid online and offline.
8. Attend Public Online Tender Opening Event (POTOE) on CPPP Opening of Techno-commercial Part
9. View Post-TOE Clarification posted by BSNL on CPPP (Optional) Respond to BSNL's Post-TOE queries.
10. Attend Public Online Tender Opening Event (TOE) on ETS Opening of Financial-Part (Only for Technical Responsive Bidders)
11. Participate in e-Reverse Auction on CPPP (Not applicable in this Tender).
12. Submission of offline documents in sealed envelope at AGM (GENL), 4<sup>TH</sup>Floor, Telephone House, Rajbhavan Road, Bangalore-560001
13. 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 150 dpi. However it shall be sole responsibility of bidder that the uploaded documents remain legible.
14. Utmost care may be taken to name the files/documents to be uploaded on CPPP. There should be no special character or space in the name of file. Only underscores are allowed. The illustrative examples are given below:-

File name	Allowed or not allowed in CPPP	Reason for allowed / not allowed
QA Certificate	not allowed	Space in between words / characters not allowed
QA Certificate(1)	not allowed	Special characters not allowed
QA_Certificate	Allowed	Under score allowed between words /characters
QA Certificate	Allowed	Upper & lower cases allowed

15. It is advised that all the documents to be submitted (See Clause 5 below) are kept scanned or converted to PDF format in a separate folder on your computer before starting online submission. BOQ Section -9 Part B (Excel Format) may be downloaded and rates may be filled appropriately. This file may also be saved in a secret folder on your computer. The names & total size of documents (Preferably below 50 MB) may be checked.

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

### 3. 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 (DC), also referred to as Digital Signature Certificate (DSC), of Class 2 or above, issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer <http://www.cca.gov.in> for more details].

### 4. REGISTRATION

**To use the NIC's Central Public Procurement Portal (<https://www.etenders.gov.in>). Vendor needs to register on the portal. The vendor should visit the home-page of the portal ([www.etenders.gov.in](http://www.etenders.gov.in)) and to the e-procure link then select Bidders Manual Kit.**

**Note: Please contact NIC Helpdesk (as given below), to get your registration accepted / activated**  
**Help Desk No's:**

**Telephone No. 1800 233 7315**

**Email ID: [cppp-nic@nic.in](mailto:cppp-nic@nic.in) (Please Mark CC: [support-nic@ncode.in](mailto:support-nic@ncode.in))**

#### BSNL Contact 1:

BSNL's Contact Person: Shri Narayana Navada, **AGM (General)**, 4<sup>TH</sup> Floor, Telephone House, Rajbhavan Road, Bengaluru-560001

Telephone/ Mobile: 080-22862555 / 9449001919

E-mail ID: [agmccbgt@gmail.com](mailto:agmccbgt@gmail.com)

#### BSNL Contact 2:

BSNL's Contact Person: **Mahantesh M Ghatnur, SDE (GENERAL)**, 4th Floor, Telephone House, Bangalore 560001

Telephone/ Mobile: 080-22862828 /9449208310

E-mail ID: [mmghatnur@gmail.com](mailto:mmghatnur@gmail.com)

### 5. Bid related information for this Tender (Sealed Bid)

The entire bid-submission would be online on CPPP. Broad outline of submissions are as follows:

- Submission of Bid Security declaration as per ANNEXURE VI (B).
- Submission of digitally signed copy of Technical Bid & Financial Bid (Excel Sheets).
- Tender Documents/Addendum/Addenda
- Two Envelopes
  - Techno-commercial -Part
  - Financial-Part

Each of the above electronic envelopes consists of Main bid and Electronic form (both mandatory) and bid Annexure (Optional).

NOTE: Bidder must ensure that after following above the status of bid submission must become – "Complete".

Bidders must ensure that all documents uploaded on e-tender portal as files or zipped folders, contain valid files and are not corrupt or damaged due to any processing at bidder PC system like zipping etc. It shall be the responsibility of bidder himself for proper extractability of uploaded zipped files.

Any error/ virus creeping into files/folder from client end PC system cannot be monitored by e-tender software/server and will be bidder's responsibility only.



In case the files are non-extractable or illegible otherwise, then the bidder's authorized representative shall be given one chance by Tender Opening Committee to open & demonstrate the contents of bid data downloaded from the e-tender portal in his presence.

If, even after above chance, the bidder is unable to open & demonstrate the contents of bid data downloaded from the e-tender portal in his presence then no fresh bid in any form, soft or hard copies, shall be accepted by tendering authority and his bid shall be summarily rejected and treated as non-responsive.

#### **6. Offline Submissions:**

1. The bidder is requested to submit the following documents offline to AGM (General), 4<sup>th</sup> Floor, Telephone House, Rajbhavan Road, Bengaluru-560001, 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 be super scribed as "E-TENDER for Maintenance/Watch & Ward services of Telecom infrastructure for Urban& Suburban areas to be deployed in GM WEST area in Bengaluru Telecom District Bengaluru".**, the Tender No. **Genl 148/II/W&W/GM West/2021-22/553324 dtd at Bg-01 the 20.09.2021** and the words 'DO NOT OPEN BEFORE' (15:00 hrs of 12.10.2021).

1. Bid Security Declaration as per ANNEXURE VI (B) in Original in accordance with Clause 5.1 of Section-I Part A.
2. DD/ Bankers cheque against payment of tender fee in accordance with Clause 2.1 of Section-I Part A.
3. Power of attorney in accordance with Clause 14.3 of Section-4 Part A.
4. In case MSME bidders, Valid MSME certificate to be submitted
5. Letter of authorization to attend the bid.

**Note:** The Bidder has to upload the Scanned copy of all above mentioned original documents during Online Bid-Submission. Bid shall be summarily rejected if above documents are not submitted OFFLINE.

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

Security related functionality has been rigorously implemented in CPPP 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:

As part of the Electronic Encrypter™ functionality, the contents of both the 'Electronic Forms' and the 'Main-Bid' are securely encrypted using a Pass-Phrase created by the Bidder himself. Unlike a 'password', a Pass-Phrase can be a multi-word sentence with spaces between words (e.g. I love this World). A Pass-Phrase is easier to remember, and more difficult to break. It is recommended that a separate Pass-Phrase be created for each Bid-Part. This method of bid-encryption does not have the security and data-integrity related vulnerabilities which are inherent in e-tendering systems which use Public-Key of the specified officer of a Buyer organization for bid-encryption. Bid-encryption in CPPP is such that the Bids cannot be decrypted before the Public Online Tender Opening Event (TOE), even if there is connivance between the concerned tender-opening officers of the Buyer organization and the personnel of e-tendering service provider.

Typically, 'Pass-Phrase' of the Bid-Part to be opened during a particular Public Online Tender Opening Event (TOE) is furnished online by each bidder during the TOE itself, when demanded by the concerned Tender Opening Officers who will open the bid. Else Tender Opening Officer may authorize the bidder to open his bid himself.

There is an additional protection with SSL Encryption during transit from the client-end computer of a Supplier organization to the e-tendering server/ portal.

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

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

Every legal requirement for a transparent and secure 'Public Online Tender Opening Event (TOE)' has been implemented on CPPP. As soon as a Bid is decrypted with the corresponding 'Pass-Phrase' as submitted online by the bidder himself (during the TOE itself), salient points of the Bids are simultaneously made available for downloading by all participating bidders. The work of taking notes during a manual 'Tender Opening Event' is therefore replaced with this superior and convenient form of 'Public Online Tender Opening Event (TOE)'.

CPPP 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. Detailed instructions are given on relevant screens.

CPPP has a unique facility of a detailed report titled 'Minutes of Online Tender Opening Event (TOE)' covering all important activities of 'Online Tender Opening Event (TOE)'. This is available to all participating bidders for 'Viewing/ Downloading'.

There are many more facilities and features on CPPP. For a particular tender, the screens viewed by a Supplier will depend upon the options selected by the concerned Buyer.

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

**9. E-Reverse Auction:**

**Note: This Clause is not applicable to this tender.**

**10. Other Instructions:-**

For further instructions, the vendor should visit the home-page of the portal ([www.etenders.gov.in](http://www.etenders.gov.in)), click on e-tenders and go to the Bidders Manual Kit. The compatible support software (PDF Converter, Java, etc) for online bid submission may be downloaded from CPP Portal.

The help information provided through '**CPPP User-Guidance Center**' is available in three categories – Users intending to Register/First-Time Users, Logged-in users of Buyer organizations, and Logged-in users of Supplier organizations. Various links are provided under each of the three categories.

**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 CPPP.

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

1. Obtain individual Digital Signing Certificate (DSC or DC) well in advance of your first tender Submission deadline on **CPPP**.
2. Register your organization on **CPPP** well in advance of your first tender submission deadline on **CPPP**.
3. Get your organization's concerned executives trained on **CPPP** using online training module well in advance of your tender submission deadline on **CPPP**.
4. Submit your bids well in advance of tender submission deadline on **CPPP** ((BSNL should not be responsible any problem arising out of internet connectivity issues).

Note: While the first three instructions mentioned above are especially relevant to first-time users of the **CPP-Portal**, the fourth instruction is relevant at all times.

**11. Minimum Requirements at Bidders end**

- Computer System with good configuration (Min P IV, 1 GB RAM, Windows XP)
- 2 Mbps Broadband connectivity with UPS.
- Microsoft Internet Explorer 6.0 or above
- Digital Certificate(s) for users.

**12. Vendors Training Program:**

**Note: This Clause is not applicable to this tender.**

**13. PRICE SCHEDULE / BOQ:**

Utmost care may kindly be taken to upload price schedule / BOQ. Any change in the format of price Schedule/BOQ file shall render it unfit for bidding. Following steps may be followed: -

1. Download price schedule/BOQ Section-9 Part B (for Indigenous Item) in XLS format.
2. Fill rates in down loaded price schedule (BOQ) as specified in XLS format only in white background cells. Don't fill in grey background cells.
3. BOQ Section -9 Part B file is password protected XLS file. Don't unprotect the file. Price has to be filled in the same file and the same has to be uploaded.
4. save filled copy of downloaded consolidated sheet / BOQ, price schedule / BOQ file, in your computer and remember its name & location for uploading correct file (duly filled in) when required.

**SECTION-5**

**GENERAL (COMMERCIAL) CONDITIONS OF CONTRACT**

BSNL intends to contract for providing Maintenance/Watch & Ward services of Telecom infrastructure for Urban & Suburban areas to be deployed in GM WEST area in Bengaluru Telecom District Bengaluru.

1. The Contractors need to bid for the provision of services as per this.
2. **PERIOD OF TENDER VALIDITY OF THE AWARDED TENDER WORK:** The rates quoted should be firm and valid for any work order that may be issued within a period of 240 days from the date of entering the agreement. The period of Tender / contract is liable for Extension at the discretion of the PGM, BSNL, BGTD
3. **Responsibilities of Contractor**  
The contractor shall be responsible for provision of the services as per Section 3
4. **Tender Schedule/Quotation:**  
The tenderer will quote the rate both in figures as well as in words, in the Proforma given at Section 9 Part B. If the rates quoted by any Tenderer are less than the Minimum wages including statutory payment, prescribed by Government, such Tenders will be rejected outright. All columns in the Proforma are to be filled up. In case some columns are not applicable, full justification with documentary proof is to be submitted. Decision of the BSNL in this regard, is final & binding.
  - a) The rates will be subject to a revision by Central Government and revised rates will be passed on to the tenderer by BSNL.
  - b) After awarding the contract, the contractor has to produce copies of wage sheets, the details of paid receipt to the concerned organizations like EPF/ESI.
  - c) Half yearly returns of ESI in Form No. 6.
  - d) Annual returns of EPF in Form No. 6A.
  - e) The contractor should ensure that the wages are disbursed to the LABOURERS /units by 7th of following month, without fail. The payment should be made by Electronic transfer to the bank accounts of the labourers / units and proof of disbursement produced by means of soft copy as well as signed hard copy.
  - f) As per the payment wages Act, 1936, the Agency/Contractor has to give an undertaking to the Principal employer that, he abides by all provisions of Labour Act applicable from time to time.
  - g) The contractor should remit EPF/ESI amount every month at Bangalore through NEFT as per the rules in force and he has to submit a certificate showing EPF/ESI Account No., Name of the employee, Address, wages paid, employers & employees share and total and it should be supported by the copy of the receipted challan within one week of remittance of EPF & ESI.
  - h) In case of any alterations in the name(s) of the employees the same shall be communicated and in the event of any additional work force, such names shall be added to the list of employees and duly furnished.
  - i) The list of the employees shall also indicate the wage that the contractor had agreed to pay to the employees
  - j) The contractor shall enclose the payment copies of previous month Service tax/EPF/ESI statement of both Employer/Employee contributions along with the bills from the second month onwards. The contractor shall submit the certificate that he has paid the wages EPF/ESI/S T completely for the previous month.
  - k) Contractor makes arrangement for EPF/ESI Universal Account No. To all watch & ward units.
  - l) After awarding the contract within 15 days the contractor has to obtain licence from the Asst. Labour commissioner Bangalore in whose jurisdiction principal employer is covered.
  - m) Wage disbursement slip and attendance slip of the same month should be submitted along with the bill for processing.
  - n) The wage disbursement should invariably contain UAN, EPF A/C No. and ESI A/C No. of all the Watch and ward Personnel including relievers should be submitted along with the bill.

- o) Relievers should be in the ratio of 1 reliever for every 6 watch and ward personnel.
- p) All the agencies must have a branch office in Bengaluru and shall furnish the details of address, landline number, mobile number, and name of the contact person.
- q) EPF and ESI remittances shall be made in Bengaluru only and all the details of remittances made exclusively for BSNL of the same month should be submitted along with the bill.
- r) Wages of watch and ward personnel should be remitted by 7<sup>th</sup> of every month and NEFT details should be submitted by 10<sup>th</sup> of every month.

## **5. GUARANTEES:**

In addition to any and all other guarantees and warranty mentioned in the contract documents, the contractor guarantees the entire work will be done in a satisfactory manner and free from any defects in the workmanship and finish and in conformity in all respects with specifications and directions. The contractor also undertakes to repair or replace as the case may be at his own cost and risk any part of the work which may be damaged so that they may develop any defects due to bad workmanship or otherwise due to fault of the contractor within a period of one month after the written final acceptance of the works by the BSNL.

## **6 PENALTIES**

- a) If the Firm fails to deploy the requisite number of personnel on regular basis, PGM, BGTD shall be at liberty to deduct Rs.200/- for each day's delay beyond two days from the ensuing payment due to the FIRM. Continuous default on the part of FIRM may result in termination of the contract.
- b) Payment shall be made after deducting towards days of absence on prorata basis. For each day of uninformed absence, an amount of Rs.100/- shall be deducted from the payment due to the Firm. Losses to the PGM BGTD on account of the labourers in terms of damage/ theft / pilferage to equipments/computers/ machines/ materials/records etc shall be deducted from the due amount.
- c) Manpower shall remain in proper uniform and always keep Identity Card. In case of default, payment of that day shall be deducted from the bills submitted by the FIRM.
- d) Payment to the manpower shall not be less than Minimum wages as per Central Minimum Wages Act. If it is found that FIRM is paying less than Minimum Wages to manpower, the contract will be terminated.
- e) If it is noticed that the wages to the Watch & Ward personnel have not been disbursed on or before 7th of the following month of duty performed, a penalty of Rs 200=00 for each day of delay in disbursement of wages shall be levied and such amount shall be recovered in the subsequent payments due, which is at the discretion of the PGM BGTD.

## **7 General Terms and Conditions:**

- 7.1 BSNL reserves the right to disqualify such bidders who have a record of not meeting contractual obligations against earlier contracts entered into with the BSNL.
- 7.2 The BSNL reserves the right to black list a bidder for a suitable period in case he fails to honour his bid without sufficient grounds.
- 7.3 The BSNL reserves the rights to counter offer price(s) against price(s) quoted by any bidder.
- 7.4 BSNL also reserves the right to award the work amongst more than one bidder.
- 7.5 Any clarification issued by BSNL, in response to query raised by prospective bidders shall form an integral part of bid documents and it may amount to amendment of relevant clauses of the bid documents.
- 7.6 The BSNL reserves the right to change the terms of trade from time to time with notice period of 30 days.
- 7.7 The BSNL reserves the right to withhold or delay the payment for the contractor in case of any pending disputes.
- 7.8 BSNLs decision will be final on all matters relating to the business and will be binding on the contractor.
- 7.9 It will be BSNL's endeavor to make the payment to the contractors as per the schedule, however this may

stretch beyond the scheduled time only in case of delays in getting claims from the contractors or in case of incorrect claims.

- 7.10 The payment to the contractors will be made through NEFT after deducting applicable taxes.
- 7.11 All contractors' representatives will report to AGM (ESTB) through the nodal officer appointed by PGM, BGTD.
- 7.12 All present, future & additional taxes /Levies/ duties etc. that may be levied by the govt. /Local authorities etc. will be borne by the contractors.
- 7.13 The contractor's representatives have to fully cooperate with BSNL to investigate any complaint from the public/staff.
- 7.14 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.
- 7.15 Contractor shall be liable for all payments of wages, Salary etc to its employees & shall comply with all statutory laws, rules, relating to employment, wages, PF, ID, act etc.
- 7.16 BSNL Shall not be liable for any act of commission or omission of any third party.
- 7.17 The Contractor's representatives will have to abide by the policy rules, regulations & instructions of BSNL as revised/modified from time to time, without any prior notice to the Contractor in respect of all matters including security deposit / PBG, payment to the contractor etc.
- 7.18 The Contractor will be bound by all the aspects and legal issues relating to the labour laws.

**8 METHOD AND MANNER OF PERFORMANCE:**

The contractor shall be an independent contractor and shall be in complete charge for the performance of the jobs and shall perform the jobs in accordance with his own methods and at his own risk, subject to compliance with the contract documents. The contractor shall throughout the stipulated period of the contract execute the jobs in the best and most substantial manner and in strict accordance with the contract documents or such other additional particulars, instructions as may be found required to be given while carrying out the works, enforce good order. The contractor shall also not engage in respect of the jobs or discontinue to employ in respect of the jobs any work force that the AGM (ESTB)/ Site Engineer may for any reason object to.

**9 INSURANCE:**

The contractor shall take Workmen's Compensation Insurance as required by law and undertake to indemnify and keep indemnified the BSNL from against all manners of claims and demands, losses, damages and cost (including between Attorney and client) and expenses that may arise in regard to the same or that the BSNL may suffer or incur with respect and / or incidental to the same. The contractor shall have to furnish original/attested copies as required by the AGM (ESTB). The portions of Insurance taken along with the premium receipts and other papers related thereto which the AGM (ESTB) may require.

**10 SUB CONTRACTOR:**

The Contractor shall not assign, sub contract or subject the whole or any part of the works covered by the contract or any benefit thereof.

**11 REPRESENTATIVE OF BSNL:**

The BSNL shall be represented by the AGM (ESTB) concerned or any other officer authorized, will be in charge of the works. BSNL's representatives in work site shall be the officer in charge or such other representative as the AGM (ESTB) may from time to time designate in writing. The Officer in charge and / or his assistant or nominee shall inspect the work of the contractor. Notice given in writing by the contractor or contractor's representative to the officer in charge or the AGM (ESTB) shall be deemed to be the notice given to the BSNL.

The Officer in charge and such other representatives as AGM (ESTB) may designate in writing shall be deemed to be authorized to represent the BSNL in respect of the work or any designated section work and

decision, agreement or instruction in writing by the BSNL's representatives as aforesaid, which is within his power, shall be binding on the contractor.

**12 REPRESENTATIVE OF THE CONTRACTOR;**

The Contractor shall furnish to the BSNL a scheme of his intended organization for the contracted job, naming his superintendent. The contractor shall have on each site a superintendent being authorized to represent the contractor on his designated section job, to whom the BSNL's representative can make his own decisions, authorizations and interpretations.

The contractor shall within TEN days after the execution of the contract/agreement shall notify the BSNL the names and addresses of the superintendent along with the specimen signatures in terms of site allocation. Any change in the name and address of any superintendent notified as aforesaid shall be promptly intimated in writing to the BSNL. Notices given in writing to the superintendent shall be deemed to be notices given to the contractor. The contractor shall also have a manager fully authorized or represent contractor on matters involving more than one section of job notification in respect of whom shall likewise given be given to the BSNL and who shall likewise be the contractors' representatives in terms aforesaid.

**13 INTERPRETATION OF THE CONTRACT DOCUMENTS:**

The AGM (ESTB) and the Contractors shall in so far as possible by mutual consultation try and decide upon the meaning and intent of the contract document. In case of disagreement, the dispute will be referred to the sole arbitrator as provided in clause 32 of this section of the contract. It shall be the contractor's responsibility to thoroughly familiarize all of his supervisory personnel with the contents of all the contract documents.

**14 CHANGES AND EXTRA JOB:**

14.1 'CHANGES' as used herein means a substitution for or omission of any job or other Requirements Within the general scope of the job, the performance of or compliance of which is Contemplated by the contract documents.

14.2 'EXTRA JOB' as used herein means any work of compliance with any requirements, other than a change which is not expressly or impliedly contemplated by the contract documents and which is necessary to be performed for the proper completion of the contracted job. For the purpose of clarifications, it is declared that any job or operation which shall be necessarily incidental to the proper performance of any item of job or part thereof shall be deemed to have been by implication provided for in the relevant item of job or part thereof and shall not constitute extra job. The contractor shall not undertake or make any change or do any job under this contract unless he has received written instructions from the officer in charge.

**15 NOTIFICATION:**

Contractor shall give in writing to the proper person or authority with a copy to the AGM (ESTB) such notification as may be mandatory or necessary in connection with the commencement, suspension, resumption, performance and/ or completion of the contracted work. All notices shall be given sufficiently in advance of the proposed operation to permit all proper co-relation of activities and the contractor shall keep all proper persons or authorities involved regularly advised of the progress of operation throughout the performance of the work together with such other information and/or supporting figures and data as may from time to time be directed as required.

**16 REFUND OF SECURITY DEPOSIT:**

No interest will be payable on the earnest money or the security deposit or amount payable to the contractor under the contract. Refund of the security deposit is subject to the full and final settlement of the final bill for the jobs contracted/executed under the contract, subject to the settlement of claims if any, by BSNL, for any loss/damage/damages and compliance if any, statutory remittance like, EPF, ESI etc.

EMD/BID SECURITY will be refunded to the unsuccessful Tenderer's within one month of finalization of the tender.

**17 INSPECTION**

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

**18 PROTECTION OF LIFE AND PROPERTY AND EXISTING FACILITIES:**

The contractor is fully responsible for taking all possible safety precautions during preparation for an actual performance of work. The contractor should protect all life and property from damage and losses resulting from his operations and shall minimize the disturbance and inconvenience to the public.

The contractor shall be solely liable for all expenses for and in respect of repairs and/or damage occasioned by injury or by damage to such underground and above structures or other properties and undertake to indemnify and to keep indemnified the BSNL from and against all actions, causes of actions, damages, claims and demands whatsoever either in law or in equity and all losses and damages and costs (inclusive between Attorney and clients) charges and expenses in connection therewith and/or incidental thereto.

**19 INDEMNITIES:**

19.1 The Contractor agrees to protect, defend, indemnify and hold harmless BSNL and its employees, officers, directors, agents or representatives from and against any and all liabilities, damages, fines, penalties and costs (including legal costs and disbursements) arising from or relating to:

- a) Any breach of any statute, regulation, direction, orders or standards from any governmental body, agency, telecommunications operator or regulator applicable to such party; or
- b) Any breach of the terms and conditions in this agreement by Contractor; or
- c) Liabilities resulting from or incidental or in connection with injury or disablement to or death of any like including workforce of the contractor of damage to properties and resulting from or arising out of or in any way connected with or incidental to the operations caused by the contract documents.

19.2 In addition, the contractor shall reimburse the BSNL or pay to the government forthwith or demand losses and damages otherwise incurred by it in consequence of any claims, demands and actions which may be brought against the government arising out of the incidental to or in connection with the operation covered by the contract. The contractor shall at his own cost at the BSNL's request defend any suit or other proceedings asserting claim covered by this indemnity, but shall not settle, compound or compromise such suit or other findings without consulting the BSNL.

19.3 The above clauses (16.1 & 16.2) shall survive even on the termination or expiry of this agreement.

**20 COMPLIANCE WITH LAWS AND REGULATIONS:**

20.1 During the performance of the works, the contractor shall at his own cost and initiative fully comply with all applicable laws of the land and with all applicable by-laws, rules, regulations and other and any other provisions having the force of law, made or promulgated or deemed to be made or promulgated by any government, government agency, or department, municipal board, government or other regulatory or authorized body of persons and shall provide all certificates of compliance therewith as may be required by such applicable law, by-laws and rules, regulations, orders and shall also comply with all directions issued by BSNL and provide BSNL with all information and cooperation that BSNL may reasonably require from time to time.

20.2 The contractor shall assume full responsibility for the payment of all contributions and payroll taxes, as to its workforce, servants or agents engaged in the performance of the work specified in the contract documents.



Subject to the provisions of the Contract Labour (Abolition and Regulations) Act 1970, the Contractor shall not commence actual work unless he produces a receipt from the concerned licensing authority that he has applied for licence from the prescribed licensing authority, which may be produced within the period of FIFTEEN DAYS of the commencement of the work.

- 20.3 The Contractor has to generate separate ECR challan exclusively for employees deployed in BSNL and submit to BSNL such ECR challan and payment confirmation for processing next month bills for payment. The EPF amount paid in the previous month bill match with the ECR challan so submitted.
- 20.4 The Contractor has to Indemnify BSNL IF THERE IS ANY DEFAULT BY THE CONTRACTOR IN REMITTANCE OF PF & ESI, by the relevant authorities of BSNL.
- 20.5 The contractor shall have to provide the login credentials of EPF websites if the situation warrants BSNL to directly remit EPF & ESI of the staff deployed in BSNL.

**21 OPTIONAL TERMINATION BY BSNL (OTHER THAN DUE TO DEFAULT OF CONTRACTORS):**

- (1) BSNL may, at any time, at his option, cancel and terminate this contract by written notice to the contractor (**THIRTY DAYS NOTICE**), in which event, the contractor shall be entitled to payment for the work done up to the time of such cancellation.
- (2) In the event of termination of the contract, the contractor shall forthwith clear the site of all the contractors' materials, machinery and equipments and handover possession of the work / operation concerned to the BSNL or as the BSNL may direct.

**22 TAXES AND DUTIES:**

The contractor shall pay all rates, levies, fees, royalties, taxes and duties payable or arising from out of by virtue or in connection with and / or incidental to the contract or any of the obligations of the parties in terms of the contract documents and / or in respect of the works / operations. If GST is applicable, the contractor is liable to pay the same on regular basis to Central Excise Department as per rules in force from time to time. The subsequent bills should accompany a declaration to this effect for having made the payment of taxes. The rates quoted in the Price bid as given at Section 9 part-B has to be all-inclusive subjected to the following:

- 1) In case of reduction of taxes and other statutory duties during the tender period BSNL, BGTD shall take the benefit of decreasing these taxes / duties for the Tenderers made from the date of enactment of revised duties / taxes.
- 2) In case of increase in duties / taxes, during the tender period, the BSNL, BGTD, shall revise the wages, as per the new duties / taxes, to the tenderers.

**23 WORKMEN'S COMPENSATION:**

The contractor shall be responsible for and shall pay any compensation to his workmen payable under the Workmen's compensation Act 1923 & 1992 for injuries cost to any workman. If such compensation paid by the BSNL as Principal Employer, such compensations will be recovered from the security deposit or from any pending bill due from the BSNL of the contractor on any account or otherwise.

BSNL shall not be bound to contest any claim made against it under Section 12 (ii) of the said act except on the written request of the contractor and upon his giving to BSNL, full security for all costs for which government may become liable in consequence of contesting such claim.

**24. LABOUR WELFARE:**

Every case in which by virtue of the provisions of the Contract LABOUR (Regulations and Abolitions) Act 1970 and of the Contract labour (Regulations and Abolitions) Central Rules 1971, BSNL is obliged to pay any amount to work force engaged by the Contractor in execution of the works, or to incur any expenditure in providing welfare and health amenities required to be provided under the above said Act and the Rules under Clause 19 to 19 J and PWD – 8 under the CPWD contractors' LABOUR Regulations, or under the rules framed by the Government from time to time for the protection of health and sanitary arrangements for the workforce recover from the Contractor, the amount of wages so paid or the amount

of expenditure so incurred and without prejudice to the rights of the BSNL under Section-20, subsection (2) and section (21), subsection (4) of the Contract LABOUR (Regulation and Abolition) Act, 1970.

BSNL shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by BSNL to the contractor whether under this agreement or otherwise, BSNL shall not be bound to contest any claim made against it under section 2, subsection (I) and section 21, subsection (4) of the said act, except on the written request of the contractor and upon giving to the BSNL full security for all cost for which BSNL might become liable in contesting such claim.

The contractor shall obtain a valid license under the Contract LABOUR (R & A) Act, 1970 and the Contract Labour (Regulation and Abolition) Central Rules, 1971 before the commencement of the job and continue to have a valid license until the completion of the job. Any failure to fulfill this requirement shall attract the penal provisions of the Contract arising out of the resultant non-execution of the job.

**No labour below the age of EIGHTEEN YEARS shall be engaged on the job.**

**25 FAIR WAGES:**

- a) The contractor shall submit the **LIST OF HIS EMPLOYEES** engaged by him EVERY MONTH for the purpose of BSNL.
- b) The contractor shall pay fair amounts to the workforce engaged by him. **WAGES SLIPS** for every month is to be issued in Form XIX
- c) The Contractor has to issue **IDENTITY CARD in Form XIV.**
- d) In respect of all workforce directly or indirectly engaged in the works for performance of the contractors party of his agreement, the contractor shall comply with or cause to be complied with Regulations made by Government from time to time in regard to amounts paid deductions made recovery not paid and deductions unauthorized made, maintenance of books or slips, publications of sale and other terms of engagement or workforce, inspection and submission of periodical returns and full other matters of the like nature or as per the provisions of the Contract Labour (Regulation and Abolition) Act 1970 and Contract Labour (Regulation and Abolition) Central Rules 1971 wherever applicable.
- e) As required by Rule 29 of the R&A (Central) Rules 1971, it is obligatory for the contractor to maintain register of wages. The contractor shall obtain the signature, or the thumb impression of the worker concerned against the entries relating to him on the register of wages and the entries shall be authenticated by the initials of the contractor or by Authorized representatives and shall also be duly certified by the authorized representative of the principal employer in the following format

**“Certified that the amount shown in Col. No. ----- has been paid to the workmen concerned in my presence on ----- (date) at ----- (place).”**

**A certified copy of the wage register should be submitted to the AGM (ESTB) within ONE WEEK of remittance of EPF & ESI.**

- f) The AGM or his subordinate officers concerned shall have the right to deduct from the money due to the contractor any sum required or estimated to be required for making good the loss suffered by the workforce or by reasons of fulfillment of the conditions of the contract for the benefit of the workforce, nonpayment of money or deductions made from payment of the workforce which are justified by the terms of the contract of non observation of the regulations.
- g) The contractor shall comply with the provisions Payment of Wages Act 1936, Minimum Wages Act, 1948, Employees’ Liability Act 1947, Maternity Benefits Act 1961, and the Contract Labour (Regulations, Abolitions) Act 1970 or the modifications thereof or any other laws relating thereto and the rules made there under from time to time.

The Contractor shall indemnify BSNL against payments made under and for the observance of the Laws aforesaid.

Regulations aforesaid shall be deemed to be a part of the contract and any breach shall be deemed to be breach of contract.

**26 OTHER WELFARE MEASURES FOR WORKFORCE:**

- (a) The contractor shall implement the workforce welfare enunciated in clause 19(C), 19(D), 19(E), 19(G), 19(H), 19(L) of the conditions contract in the P.W.D.5.
- (b) The contractor shall also follow the safety method stated in the CPWD safety code.
- (c) The contractor shall comply with all the provisions of Minimum Wages Act 1948, Contract Labour (R&A) Act and rules framed and other LABOUR laws affecting LABOUR that may be brought into force from time to time
- (d) The Contractor shall not assign or sublet his contract or so to do or become insolvent or commence any proceedings or make any compositions with his credit attempt to do so or if any bribe, the gratuity, gift, requisite reward or advances pecuniary or otherwise shall either directly or indirectly be given, promised by the contractor or any office servants or agents to any public officer or person in the employment of government in and any relating to his officer or employment, or of any such officer the person shall become in any way directly or indirectly interested in the contract, the officer in charge on behalf of the BSNL shall have the power to adopt any of the courses as he may deem best suited in the interest of BSNL.
- (e) All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the use of BSNL without reference to the actual loss or damage sustained, and whether or any damage has been sustained.

**27 PARTNERSHIP FIRMS:**

Where the contractor is a partnership firm, the previous approval in writing of the officer in charge shall be obtained before any change is made in the constitution of the firm. Where the contractor is an individual or a Hindu undivided family business concern, such approval as aforesaid shall likewise be obtained before the contractor enters into any partnership agreement, where under the partnership firm would have the right to carry out the work hereby undertaken by the contractor. If the previous approval as aforesaid is not obtained, the contract shall deemed to have been assigned in contravention of Section III (7) and thereof and the same action may be taken, the same consequence shall ensure as provided in the said Section III (7).

All jobs to be executed under the contract shall be executed under the direction and subject to the approval in all respects of officer in charge who shall be entitled to direct at what point or points and in what manner they are to be deemed and from time to time carried out.

Wherever any claim against the contractor for the payment of the sum or money arises out of or under the contract, BSNL shall be entitled to recover such sum by appropriating in part or whole the security deposit of the contractor and to sell any such security. In the event of the security being insufficient, or if no security has been taken from the contractor then, the balance or the total sum then due or which at any time thereafter may become due to the contractor under this or may cover the full amount recoverable the contractor shall pay to BSNL on demand the balance remaining due.

**28 PAYMENT:**

Please refer clause 4 of Section 2.

**29 DISPUTES AND ARBITRATION:**

Any type of dispute which the contractor wants to raise should be raised within TEN DAYS from the date of submission of bill for payment. If no dispute is raised within the stipulated time, then it is considered that there is no dispute from the contractors' side and the payment will be settled within 30 days. The contractor shall raise no dispute for the period for which payment is already made. However, disputes regarding clerical mistakes committed while settling the bills shall be raised at any time. All disputes arising between the contractor and the officer in charge out of this contract shall be referred to the arbitration in accordance with clause 32 of this section.

**30 MISCELLANEOUS:**

- (a) The contractor shall arrange sufficient work force to carry out the jobs entrusted to him by the officer in charge of the building / store yard /office/exchange etc. Failure to arrange the requisite work force as required by the in-charge of the works can be construed as breach of contract which may entail the BSNL to terminate the contract or take any other action as it may deem fit.
- (b) **The contractor should agree that the personnel so deployed on a contract basis and for all practical purposes the employees of the contractor and they will not be entitled for any of the privileges and benefits enjoyed by the employees of BSNL.** The work force so deployed, will have no claim, directly or indirectly for regular employment or service conditions and any other benefits available to the employees of BSNL.
- (c) The contractor should make arrangements for surprise checks on the work force deployed by the supervisor of the agency at frequent intervals
- (d) The contractor shall be fully responsible in all respects in case of injuries/accidents to his workforce while on duty.
- (e) The contractor should supply the workforce posted with accessories such as towel, climbing shoes, soap and equip them with proper uniforms, identity cards and other equipments like whistles, rain coats, sticks, torches with cells etc required for effective working.
- (f) The workforce posted should be physically of good health, good character, amenable to discipline and should have necessary intelligence for carrying out the works.

**31 PERFORMANCE SECURITY:**

- 31.1.1 **“ All contractors (including small scale units who are registered with the National Small Scale Industries Corporation under Single point registration scheme) shall furnish performance security to the purchaser for an amount equal to 3% of the value of purchase order within 14 days from the date of issue of advance purchase order by the purchaser”.**
- 31.2 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the supplier's failure to complete its obligations under the contract.
- 31.3 The performance security Bond shall be in the form of Bank Guarantee issued by a Nationalized/ scheduled Bank and in the form provided in 'Section- 7B of this Bid Document.
- 31.4 The performance security Bond will be discharged by the Purchaser after completion of the contractor's performance obligations, including any Warranty obligations under the contract.

**32. ACTION BY PURCHASER AGAINST BIDDER(S)/ VENDOR(S) IN CASE OF DEFAULT.**

32.1 In case of default by Bidder(s)/ Vendor(s) such as

- a) This clause (clause 29 (a)) is applicable only for sites requiring services as specified in Items 5, 6 or as per Section 3. The contractors' 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.

- b) For all telecom sites for which the contract has been given to the contractor, BSNL reserves the right to monitor the provision of services at any time through visits to the site. In case the service provided by the contractor is not found satisfactory, 10% of the monthly contract amount for that site will be deducted from their payment for every instance of such negligence on the part of the contractor.
- c) Manpower shall remain in proper uniform and always keep Identity Card. In case of default, payment of that day shall be deducted from the bills submitted by the FIRM.
- d) Payment to the manpower shall not be less than Minimum wages as per Central Minimum Wages Act. If it is found that FIRM is paying less than Minimum Wages to manpower, the contract will be terminated.
- e) If it is noticed that the wages to the Watch & Ward personnel engaged have not been disbursed on or before 7th of the following month of duty performed, a penalty of Rs 200-00 for each day of delay in disbursement of wages shall be levied and such amount shall be recovered in the subsequent payments due, which is at the discretion of the PGM BGTD.

### **32 CONTRACTOR'S PARTY :**

No one in the Bharath Sanchar Nigam Limited should even be engaged or admitted as partner. The bidder should give no near relative certificate (as per Section 6(D)).

### **33 TENDER SCHEDULE :**

The tender schedule to be read in conjunction with instructions and guide lines to tenders, conditions of contract and other tender documents and the tenderer/contractor shall be deemed to have carefully examined all those documents. It is further understood and agreed that the contractor, by careful examination has satisfied himself as to the nature and location of the job, the character of the equipment and facilities needed preliminary to the job, the general local conditions of the site of the job.

### **34 ARBITRATION:**

34.1 In the event of any question, dispute or difference arising under this agreement or in connection therewith (except as to matters, the decision to which is specifically provided under this agreement), the same shall be referred to sole arbitration of the PGM, BSNL, BGTD, Raj Bhavan Road, Bangalore-560 001, or in case his designation is changed or his office is abolished, then in such cases to the sole arbitration of the Officer for the time being entrusted (whether in addition to his own duties or otherwise) with the functions of the PGM, BGTD, BSNL, Raj Bhavan Road, Bangalore-560 001, or by whatever designation such Officers may be Called (hereinafter referred to as the said Officer) and if the PGM or the said Officer is unable or unwilling to act as such, then to the sole arbitration of some other person appointed by PGM or the said Officer. The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act, 1996. There will be no objection to any such appointment that the Arbitrator is Government Servant or that he has to deal with the matter to which the agreement relates or that in the course of his duties as a Government Servant he has expressed his views on all or any of the matters in dispute. The award of the Arbitrator shall be final & binding on both the parties to the agreement. In the event of such an arbitrator to whom the matter is originally referred, being transferred or vacating his office or being unable to act for any reasons whatsoever, the PGM, BGTD, BSNL or the said Officer shall appoint another person to act as arbitrator in accordance with terms of the agreement & the person so appointed shall be entitled to proceed from the stage at which it was left out by his predecessors.

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

34.3 The venue of the arbitration proceeding shall be the Office of the PGM, BSNL, Bangalore Telecom District, Telephone House, Raj Bhavan Road, , Bangalore-560 001 or such other places as the arbitrator may decide

**35. COURT JURISDICTION:**

- i. Any dispute arising out of the tender/bid document/evaluation of bids/issue of APO shall be subject to the jurisdiction of the competent court at the place from where the NIT/tender has been issued.
- ii. Where a contractor has not agreed to arbitration, the dispute/claims arising out of the Contract/PO entered with his shall be subject to the jurisdiction of the competent Court at the place from where Contract/PO has been issued. Accordingly, a stipulation shall be made in the contract as under.

**“This Contract/PO is subject to jurisdiction of Court at Bangalore only”.**

**36. GST Invoice**

- 36.1 All the details of supplier (name, address, GSTIN/ unregistered supplier, place of supply, SAC/ HSN code etc.) and other mandatory details shall be mentioned on the invoice.
- 36.2 Invoice/Supplementary invoice/Debit Note/Credit Note/Receipt Voucher need to be issued in compliant format and timely within the time prescribed under GST law.
- 36.3 In case of any deficient/incomplete/rejected supply, BSNL shall convey the same in a reasonable time to enable the supplier to issue credit note and take tax adjustment.
- 36.4 It would be the responsibility of the supplier to declare correct information on invoice and GSTN viz. the amount, the place of supply, rate of tax etc. In case, the eligibility of input tax credit is questioned or denied to BSNL on account of default by the supplier, the same would be recovered by BSNL from the supplier.
- 36.5. Registered location of the both the parties i.e. BSNL and supplier should be mentioned in the agreement with GSTIN No. Further, supplier should raise invoices at the registered premise of BSNL for availing of credit and ensure that the place of supply as per GST law is same as registered premise.
- 36.6. BSNL could at any time instruct the supplier to raise its invoices at a particular location of BSNL.
- 36.7. It is the responsibility of the supplier to ensure that place of supply and the GSTN of BSNL are in the same state. If for any reason they are not in the same state, the supplier shall intimate to BSNL and give adequate time before raising of the invoice.
- 36.8. E-waybill number should be mentioned on the invoices.
- 36.9. Supplier shall be responsible for timely issuance and delivery of invoice/ DN/ CN to enable BSNL to claim tax benefit on or before the stipulated time period provided by the GST law.
  - (a) It is the responsibility of the supplier to ensure that outward supply return (GSTR-1) would be filed correctly. If not, than cost would be borne by supplier.
  - (b) Reporting of correct outward supply by supplier in the outward return (GSTR-1) is the responsibility of the supplier. In case of mismatch because of supplier’s fault, prompt amendments must be made by the supplier else supplier would be required to indemnify BSNL of the loss of credit due to mis-match. The compliances to be adhered by supplier includes (but is not limited to) the following:
    - (i) Uploading appropriate invoice details on the GSTN within the stipulated time;
    - (ii) Issuing GST compliant invoice / CN/ DN. PO issued by BSNL should be referred by supplier for capturing information on the invoice.

(iii) Supplier needs to pay the entire self-assessed tax on timely basis.

(iv) Where invoice is not uploaded or incorrect upload of invoice detail of GSTN by supplier then credit on such invoice will be given provisionally subject to matching. So, acceptance of changes made by BSNL on GSTN on account of non-upload or incorrect upload of invoice details on GSTN is to be submitted by supplier. Such changes w.r.t. the mismatch are required to be accepted by supplier within the time limit prescribed under the GST law. It should be noted that in case supplier does not accept such changes within the time limit prescribed under GST law, the loss of input tax credit (if any) would be recovered from the supplier. In case of mismatch because of Supplier's fault, prompt amendments must be made by the supplier else supplier would be required to indemnify BSNL for the losses of credit and interest paid due to mismatch.

(v) Supplier to issue all necessary documentation and perform all necessary compliances for BSNL to be eligible to claim the input tax credit of GST tax to them. In case BSNL is unable to claim the input tax credit, the amount w.r.t. GST charged by the supplier would be recovered from the supplier.

(vi) A self-declaration along with evidence that the bidder is not blacklisted by GST authorities. In case supplier gets black listed during the tenure of BSNL contract, then supplier must indemnify BSNL to ensure that no loss of input tax credit is borne by BSNL due to default of supplier.

- 36.10 Refer Annexures below (placed as Annexure- A1) for clause stating that all the details of supplier (name, address, GSTN/ unregistered supplier, place of supply, SAC/ HSN code etc.) and other mandatory details shall be mentioned on the invoice
- 36.11. Where the location agreed are more than one state, then separate invoice state wise to claim input tax credit in a particular state (typically happens in a bill to-ship to scenario) shall have to be submitted.
- 36.12 It shall be the responsibility of the supplier to mention State of place of supply of goods/services in the invoice issued to BSNL.
- 36.13 The contractor must file his GSTR1 & GSTR3B regularly within the time prescribed by the government from time to time. BSNL will release the GST Amount only after the GST claimed in the previous bill appears in GSTR2A & GSTR2B of BSNL. GST amount will be withheld without any notice to the vendor if the vendor fails to file his GST returns in time and due to this BSNL suffers input tax credit loss.
- 36.14 The contractor must submit GST complaint invoice within 30 days from the end of each month. Nonpayment of previous month invoice due to any reason will not be a reason for non submission of invoice.

Section-VI Part A

(To be produced in Firm/Company's letter head)

**UNDERTAKING & DECLARATION**

**For understanding the terms & condition of Tender & Spec. of work**

A) Certified that:

1. I/ We ..... have read, understood and agree with all the instructions to bidders, terms and conditions, specifications included in the tender documents & offer to execute the work at the rates quoted by us in the tender form.
2. If I/ We fail to enter into the agreement & commence the work in time. I/We will be suspended / Debarred/Banned for the period of ONE year.

B) The tenderer hereby covenants and declares that:

1. All the information, Documents, Photo copies of the Documents/ Certificates enclosed along with the Tender offer are correct.
2. If anything is found false and/or incorrect and/or reveals any suppression of fact at any time, BSNL reserves the right to debar our tender offer/ cancel the LOA/ Purchase/ work order if issued and forfeit the EMD/ SD/ Bill amount pending with BSNL. In addition, BSNL may debar the contractor from participation in its future tenders.

Place .....

Signature of Tenderer

Date: .....

Name of Tenderer.  
Along with date & Seal



**SECTION-VI Part B**  
**UNDERTAKING & DECLARATION**  
CERTIFICATE TO BE SUBMITTED BY THE BIDDER  
(ON COMPANY'S/FIRM'S LETTERHEAD)

1.1 This is to certify that I/We, M/s .....(Name & Address) the bidder/the front Bidder of this tender M/s .....(Name & Address) have read the clause 4.1(g) of Section 1 and 1.1(g) of Section 4 Part B of NIT regarding restrictions on procurement from a bidder of a country which shares a land border with India:

1. I/We certify that this bidder is not from such a country or, if from such country, has been registered with the Competent Authority as per order issued by Department of Expenditure, Ministry of Finance vide F. No.6/18/2019-PPD dated 23.07.2020, and its subsequent clarifications, if any. I/We hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. (Where applicable evidence of valid registration by the Competent Authority shall be attached).
2. I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries. I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached].
3. I am aware that if the certificates given by the bidder in the tender documents regarding compliance with order stated above is found to be false at any later stage, this would be ground for the immediate termination and further legal action in accordance with Law.

Date : .....

.....  
Signature of Tenderer

Place: .....

Name of Tenderer .....  
Along with date & Seal

**SECTION-VI Part C**  
**(To be produced in Firm/Company's letter head)**

**Form 1**

Format for Self Certification regarding Local Content (LC) for Telecom Product, Services or Works

Date:

-----S/o, D/o, w/o, ----- Resident of -----do hereby solemnly affirm and declare as under:

That I agree to abide by the terms and conditions of Department of Telecommunications, Government of India issued vide Notification No: 18-10/2017-IP dated 29.08.2018.

That the information furnished hereinafter is correct to best of my knowledge and belief and I undertake to produce relevant records before the procuring entity or any other authority so nominated by the Department of Telecommunications, Government of India for the purpose of assessing the LC.

That the LC for all inputs which constitute the said Telecom Product/Services/Works has been verified by me and I am responsible for the correctness of the claims made therein.

That in the event of the LC of the Telecom Product/Services/Works mentioned herein is found to be incorrect and not meeting the prescribed LC norms, based on the assessment of an authority so nominated by the Department of Telecommunications, Government of India and I will be liable as under clause 9 (f) of **Public Procurement (Preference to Make in India) Order 2017**.

I agree to maintain all information regarding my claim for LC in the Company's record for a period of 2 years and shall make this available for verification to any statutory authorities.

1. Name and details of the Local supplier (Registered Office, Manufacturing unit location, nature of legal entity)
2. Date on which this certificate is issued
3. Telecom Product/Services/Works for which the certificate is produced
4. Procuring agency to whom the certificate is furnished
5. Percentage of LC claimed
6. Name and contact details of the unit of the manufacturer
7. Sale Price of the product
8. Ex-Factory Price of the product
9. Freight, insurance and handling
10. Total Bill of Material
11. List and total cost value of inputs used for manufacture of the Telecom Product/Services/Works
12. List and total cost of inputs which are locally sourced. Please attach LC certificates from local suppliers, if the input is not in-house.
13. List and cost of inputs which are imported, directly or indirectly

For and on behalf of  
(Name of firm/entity)  
Authorized signatory  
(To be duly authorized by the Board of Directors)

**Section 6(D)**  
**Near Relative Certificate**  
**FORMAT**

To:

The Assistant General Manager (GENL),  
BSNL BGTD, 4<sup>th</sup>Floor,  
Telephone House, Rajbhavan Road,  
Bengaluru-560001.

Sir,

**Sub:** Near Relative Certificate

"I.....s/o..... r/o..... Hereby certify that none of my near relative(s) of all directors / Partners of M/s \_\_\_\_\_ as defined in the tender document is/are employed in BSNL unit as per details given in tender document. In case at any stage, it is found that the information given by me is false/ incorrect, BSNL shall have the absolute right to take any action as deemed fit/without any prior intimation to me."

Definition of near relative:

- i. Members of a Hindu Undivided family
- ii. They are Husband & wife
- iii. The one is related to the other in the matter as father, mother, son(s), and son's wife(daughter-in-law) daughter's husband (Son-In-law), brother(s) wife, sister's & sister's husband( brother-in-law)

Yours Truly,

(Signature with seal)

**Note: In case of proprietorship firm certificate will be given by the proprietor, For Partnership firm certificate will be given by the all partners, and in case Limited company by all the Directors of the company.(Pl refer clause 34.1of Section-4)**

**Section 6(E)**  
**INDEMNITY BOND DECLARATION**  
**(ON 100/- RUPEE STAMP PAPER)**

I-----son of /wife of Shri -----and proprietor/  
Director/Partner of M/s -----do  
hereby solemnly affirm and declare as under:

1. That I am the sole prop./partner/Director of M/s-----  
has never ever been debarred and/ or blacklisted by any Dept. of Central Govt./State Govt./ PSU/Public  
bodies/Municipalities/ GST authorities and not having any ongoing litigation or court case pending or  
any other money suits also state that the bid is not submitted in the name of this firm while being  
Director or partner or proprietor of such firm which is either debarred, black-listed or has entertained  
litigation or having ongoing litigation or court cases pending.
2. 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 be blacklisted / debarred for future  
works/contract with BSNL. Any such action shall however be without prejudice to BSNL's rights  
under the law.
3. In case I/we blacklisted by GST authorities during or after the tenure of the BSNL contract,  
ANY loss to BSNL shall be made good by the contractor to the BSNL.

Signature of Proprietor/Partner/Director  
(Shri/Smt./Ms-----)

**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 the competent  
authority.

**Section 6(F)**  
**(To be produced in Company's letter head)**

***I / We M/s .....hereby declare that no dues have to be paid to Law  
enforcement authorities like ESI, EPF, S.T authorities etc and not violated any terms of R&A act  
1970.***

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 the black listed/debarred for future works /  
contract with BSNL. Any such action however be without prejudice to BSNL's rights under the law.

The above declarations are given in accordance with the tender conditions.

Signature of Proprietor / Partner / Director (Shri / Smt./ Ms-----)

Place  
Date

Name, Designation,  
Signature and Address

**SECTION -7 (A)**

**For the BID SECURITY/ EMD Guarantee-Proforma**  
(To be typed on Rs.100/- non-judicial stamp paper)

**Sub: Bid Security/EMD guarantee.**

Whereas M/s ..... R/o .....  
..... (Hereafter referred to as Bidder) has approached us  
for giving Bank Guarantee of Rs. ..../- ( hereafter known as the "B. G. Amount") valid up to ...../...../ 20.... (hereafter known as the "Validity date") in favour Of Principal General Manager, Bangalore Telecom District, Bangalore (Hereafter referred to as BSNL BGTD) for participation in the tender of work of .....Vide tender no. ....

Now at the request of the Bidder, We ..... Bank  
.....Branch having .....  
.... (Address) and Regd. Office address as ... ..

..... (Hereinafter called "the Bank") agrees to give this guarantee as hereinafter contained:

2. We the Bank do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the BSNL BGTD stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the BSNL BGTD by reason of breach by the said bidder(s) of any of terms or conditions contained in the said Agreement or by reason of the bidder (s) failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where the decision of the BSNL in these counts shall be final and binding on the bank. However, our liability under this guarantee shall be restricted to an amount not exceeding the "B. G. Amount".

3. We undertake to pay to the BSNL BGTD any money so demanded notwithstanding any dispute or disputes raised by the bidder(s) in any suit or proceeding before any court or tribunal relating thereto our liability under this present being absolute and unequivocal. The Payment so made by us under this bond shall be valid discharge of our liability for payment there under and the bidder(s) shall have no claim against us for making such payment.

4. We the Bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the BSNL BGTD under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till BSNL BGTD Certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said bidder(s) and accordingly discharge this guarantee. Unless a demand or claim under this guarantee is made on us in writing or before the expiry of Validity date from the date hereof, we shall be discharged from all liability under this guarantee thereafter.

5. We the Bank further agree with the BSNL BGTD that the BSNL BGTD shall have the fullest

liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said bidder(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the BSNL BGTD against the said bidder(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Bidder(s) or for any forbearance, act or omission on the part of the BSNL BGTD or any indulgence by the BSNL BGTD to the said bidder(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

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

Section 7(B)

धारा-7बी SECTION -7B

प्रतिभूति गारंटी का निष्पादन (बंधक पत्र)

PERFORMANCE SECURITY GUARANTEE (BOND FORM)

(रु.100/= के गैर-न्यायिक पक्का कागज़ पर टाईप करना है। To be typed on Rs.100/= non-judicial stamp paper)

विषय:- प्रतिभूति गारंटी Sub:- Performance Guarantee

1. जहां प्रधान महाप्रबंधक, बेंगलूर दूरसंचार जिला, बेंगलूर (इसके पश्चात् बी.एस.एन.एल., बेंगलूर दूरसंचार जिला कहा जायगा) ने सर्वश्री ..... (इसके आगे "बोलीदाता" कहा जायगा) को ..... का काम करने की अनुमति देते हुए एक वार्षिक खरीदी आदेश सं..... तारीख ...../...../..... जारी किए हैं और बी.एस.एन.एल. ने उनसे प्रधान महाप्रबंधक, बेंगलूर दूरसंचार जिला, बेंगलूर के नाम पर दि...../...../..... (इसके आगे "तारीख" कहा जायगा) तक विधिमान्य रूपए ...../..... की प्रतिभूति गारंटी (इसके आगे "पी.जी राशी" कहा जायगा) प्रस्तुत करने को कहा है। (उक्त पीबीजी एपीओ एलओआई की तारीख से 14 माह के लिए विधिमान्य होना चाहिए।)

Whereas Principal General Manager, Bangalore Telecom District, Bangalore (hereafter referred to as BSNL BGTD ) has issued an APO no..... Dated ...../...../20..... awarding the work of ..... to M/s..... R/o ..... (hereafter referred to as "Bidder") and BSNL has asked him to submit a performance guarantee in favour of Principal General Manager, Bangalore Telecom District, Bangalore of Rs. ..../- (hereafter referred to as "P.G. Amount") valid up to ...../...../20.....(hereafter referred to as "Validity ") [valid for 14 months]

अभी बोली लगानेवाले के निवेदन पर हम ..... बैंक.....शाखा जिसके पता ..... और पंजीकृत कार्यालय पता ..... (इसके आगे " बैंक " कहा जायगा) हो, आगे बताए गए रूप में इस गारंटी देने को सहमत हुआ।

Now at the request of the Bidder, We ..... Bank.....Branch having .....Address) and Regd Office address as ..... (Hereinafter called 'the Bank") agreed to give this guarantee as hereinafter contained:

2. हम "बैंक " इसके द्वारा वचनबद्ध हैं और बीएसएनएल, बेंगलूर दूरसंचार जिला को यह आश्वासन दिए जाते हैं कि यदि बीएसएनएल, बेंगलूर दूरसंचार जिला की राय में उक्त करार में सूचित किसी शर्त व निबंधन के पालन या निष्पादन में उक्त बोलीकार द्वारा किसी तरह पराजित हो जाने अथवा उसके अधीनस्थ कोई बाध्यता में किसी प्रकार का भंग करने पर, बीएसएनएल द्वारा मांग करने पर बिना कोई विलंब-शुल्क या आपत्ति के बैंक इस प्रतिभूति गारंटी राशी तक सीमित या बीएसएनएल, बेंगलूर दूरसंचार जिला द्वारा मांग करती राशी का भुगतान बीएसएनएल, बेंगलूर दूरसंचार जिला को किया जायगा। बीएसएनएल, बेंगलूर दूरसंचार जिला को उक्त राशी के भुगतान के लिए बैंक को बाध्य करने हेतु उसको लभ्य किसी कानूनी उपाय का आश्रय लेने की ज़रूरत नहीं पड़ेगा।

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

3. बोलीदाता द्वारा बीएसएनएल, बेंगलूर दूरसंचार जिला को भुगतान करने को बाध्य या इस गारंटी के तहत बैंक द्वारा देय राशी के संबंध में बीएसएनएल, बेंगलूर दूरसंचार जिला द्वारा करते ऐसा कोई मांग निर्णायक होगा। दावे के संबंध में बोलीदाता और बीएसएनएल, बेंगलूर दूरसंचार जिला के बीच कोई मध्यस्थता कार्यवाही या कानूनी कार्यवाही

लंबित है या बोलीदाता ने भुगतान की बाध्यता के बारे में या रकम की मात्रा के बारे में तर्क करने की स्थिति में भी बैंक को उक्त राशी का भुगतान स्थगित करने का अधिकार नहीं होगा।

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

4. हम, बैंक इसके आगे सहमत हैं कि उक्त गारंटी इसका जारी करने की तारीख से विधिमान्य रहेगी और वह उक्त करार के निष्पादन अवधि के दौरान, उसकी विधिमान्य अंतिम तारीख तक पूर्ण रूप से प्रभावी रहेगी।

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

5. बैंक इसके आगे सहमत है कि बीएसएनएल, बेंगलूर दूरसंचार जिला को बैंक की सहमति के बिना और गारंटी के अधीनस्थ बाध्यताओं को किसी प्रकार प्रभावित किए बिना बोलीदाता के आगे बीएसएनएल, बेंगलूर दूरसंचार जिला द्वारा व्यावहार्य किसी शक्ति से उक्त करार की निष्पादन अवधि बढ़ाने या उक्त करार के किसी शर्त व निबंधन बदलने को और उक्त करार से संबंधित किसी शर्त व निबंधन के कार्यान्वयन के परख करने को बीएसएनएल, बेंगलूर दूरसंचार जिला को पूर्ण छूट है। इस प्रकार के पराजय के कारण या उक्त बोलीकार को दिए समय विस्तारण या बीएसएनएल, बेंगलूर दूरसंचार जिला की ओर से कोई परख, अधिनियम या चूक या बीएसएनएल, बेंगलूर दूरसंचार जिला द्वारा बोलीकार को किसी छूट देना या ऐसे अन्य किसी मामले या विधि के तहत जमानत से संबंधित किसी प्रकार के प्रावधान को हमें दायित्व से मुक्त करते हैं, तब तक हम अपने दायित्व से मुक्त नहीं होंगे।

The Bank further agrees that the BSNL BGTD 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 BGTD against the Bidder and to forebear to enforce any of the terms and conditions relating to the said agreement and the Bank shall not be relieved from its liability by reason of such failure or extension being granted to Bidder or through any forbearance, act or omission on the part of BSNL BGTD or any indulgence by BSNL BGTD to Bidder or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of relieving or discharging the guarantor.

6. यहां निहित कुछ होते हुए भी

(क) इस गारंटी के अधीन बैंक की बाध्यता पी.जी.रकम तक सीमित रहेगी और इसका प्रभाव विधिमान्य तारीख तक ही होगा।

(ख) यदि विधिमान्य तारीख तक हम पर कोई लिखित दावा या मांग न करते तो इस गारंटी पूर्णतः निरस्त होगा और इस गारंटी के अधीन बीएसएनएल, बेंगलूर दूरसंचार जिला के सभी अधिकार समाप्त रहेगा।

Notwithstanding anything herein contained;

(a) The liability of the Bank under this guarantee is restricted to the P.G. Amount and it will remain in force up to its Validity date.

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

7. यदि बीएसएनएल, बेंगलूर दूरसंचार जिला इस बैंक गारंटी के अधीन किसी राशी की मांग करते तो उसका भुगतान “लेखाधिकारी (नकद) मुख्यालय, बीएसएनएल, बेंगलूर दूरसंचार जिला” के नाम पर बेंगलूर में देय बैंकेर्स चैक के जरिए दी जायगी।



In case BSNL BGTD demands for any money under this bank guarantee, the same shall be paid through banker's Cheque in favour of "BSNL Bangalore Telecom District, payable at Bangalore.

8. बैंक यह जिम्मा लेता है कि बैंक के लिए इस पर हस्ताक्षर किए निम्नलिखित अधिकारी को उनको प्रदत्त शक्ति के अधीन यह गारंटी देने का प्राधिकार है।

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.

स्थान/Place :

तारीख/Date :

	(बैंक अधिकारी का हस्ताक्षर)	बैंक का रबड़ मोहर		
	प्राधिकृत	मुख्तार		नामा
संख्या.....	बैंक	अधिकारी	का	नाम
.....				

(Signature of the Bank Officer) Rubber stamp of the bank

Authorized Power of Attorney Number: .....

Name of the Bank officer: .....

**SECTION -7(C)**

**LETTER OF AUTHORISATION FOR ATTENDING BID OPENING**

[To reach AGM (Genl) before date of bid opening]

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

To

ASSISTANT GENERAL MANAGER (General),  
4<sup>TH</sup> FLOOR, TELEPHONE HOUSE,  
RAJ BHAVAN ROAD,  
BENGALURU – 560 001.

**Subject:** Authorisation for attending bid opening on .....(date)  
In the Tender of .....

\*\*\*\*\*

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.

Signature of bidder Or  
Officer authorized to sign the bid  
Documents on behalf of the bidder

**SECTION-8**

**Bidders /Tenderer’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: Sole proprietor-ship/partnershipfirm/Private limited company. /  
(Tick the correct choice):

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

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

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

.....  
.....

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

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

(a) Beneficiary Bank name:.....

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

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

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

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

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

.....  
 .....

10. GSTN Registration Number(s) of all units/business places of the bidder vide which he intends to execute the contract, if awarded.

GSTN 1.....  
 GSTN 2.....  
 GSTN 3..... and so on

**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 .....

**SECTION 9 PART-A**  
**BID FORM**

**To** The Assistant General Manager (GENL),  
BSNL, Bangalore Telecom District,  
4<sup>TH</sup>Floor, Telephone House,  
Rajbhavan Road, Bengaluru – 560 001.

**From,** <complete address of the Bidder>

Bidder’s Reference No:.....Dated.....

**Ref:** Your Tender Enquiry No. ....dated .....

1. Having examined the above mentioned tender enquiry document including amendment/ clarification/ addenda Nos. .... Dated .....the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver ..... in conformity with the said drawings, conditions of contract and specifications for the sum shown in the schedule of prices attached herewith and made part of the financial Bid.
2. Bid submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.
3. We agree to abide by this Bid for a period of .....days from the date fixed for Bid opening or for subsequently extended period, if any, agreed to by us. This bid shall remain binding upon us up to the aforesaid period.
4. We understand that you are not bound to accept the lowest or any bid, you may receive.
5. **If our Bid is accepted, we will provide you with a performance guarantee from a Scheduled Bank for a sum @ 3% of the contract value for the due performance of the contract.**
6. If our Bid is accepted, we undertake to complete delivery of all the items and perform all the services specified in the contract in accordance with the delivery schedule specified in the Section-2 (Tender Information).
7. Until a formal Purchase Order of Contract is prepared and executed, this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.

Dated: ..... day of ..... 2021

Signature .....

Witness Name .....

Signature..... In the capacity of .....

Name ..... Duly authorized to sign the bid for and on

Address ..... behalf of .....

**SECTION-9 Part-B**  
**Price Schedule**

**For Providing Maintenance/Watch & Ward Services for BGTD Urban& Suburban areas in Bangalore Telecom District under GM WEST(Rates as on 01.04.2021)**

NO	DETAILS	Charges per unit per day (in Rs.)	Charges per unit per day (in Rs.)
	<b>X (Fixed Wages)</b>	<b>URBAN (A- Class City)</b>	<b>SUB-URBAN (C- Class City)</b>
<b>Col-1</b>	<b>Col-2</b>	<b>Col-3</b>	<b>Col-4</b>
1	<b>MINIMUM BASIC WAGES AS PER THE EXISTING RATES NOTIFIED BY THE CENTRAL GOVERNMENT FOR UNSKILLED MAN POWER UNIT ON PER DAY BASIS (present basic amount /day )</b>	<b>637.00</b>	<b>494.00</b>
2.	<b>PRESENT VDA (Variable DA)as on 01.04.2021</b>	<b>147.00</b>	<b>115.00</b>
3.	<b>Total Minimum Wages (Basic Wages + VDA)(Sum of Sl. 1 &amp; 2)</b>	<b>784.00</b>	<b>609.00</b>
4	<b>EPF 12% of the wages + ADMINISTRATIVE CHARGES (0.50% of wages)</b>	<b>98.00</b>	<b>76.13</b>
5	<b>EDLI AT 0.5% ON Rs.15,000/- when wages exceed Rs.577 per day/0.5% on Actual wages when wage is less then Rs.577 per day.</b>	<b>2.88</b>	<b>2.88</b>
6	<b>Total ESI Amount @ 3.25% of SL.No.3 above</b>	<b>25.48</b>	<b>19.79</b>
7	<b>Total Wages =X = (Sl.No.3+4+5+6)</b>	<b>910.36</b>	<b>707.80</b>
	<b>Y (to be quoted by the bidder) (*)</b>		
8	<b>Y=(SERVICE CHARGES+PROFIT MARGIN)</b>		
9	<b>TOTAL OF X + Y (Sl.No.7 &amp; 8)</b>		
10	<b>GST @ 18% of SL NO -9</b>		
11	<b>Grand Total (Sl.No. 9 &amp;10)</b>		

**(\*)Mandatory**

1. The labour Minimum Wages, EPF, ESI rates will be subject to revision by Central Government and revised rates will be passed on to the tenderer by BSNL.
2. Service charges + Profit Margin quoted should be reasonable and justifiable. The Minimum should not be less than 0 i.e. No - (Negative) of wages (basic + VDA).
3.
  - i. In case more than 1 bidder quoting the same L1 rates, then the average turnover of the bidders will be considered for evaluation. The bidders with the highest turnover during the Assessment years 2017-18, 2018-19& 2019-20 will be considered.
  - ii. In case only 2 bidders qualifying and quoting same L1 rate, then the work may be allotted in the ration of 60:40 based on their financial turnover.
  - iii. In case only 3 bidders qualifying and quoting same L1 rate, then the work may be allotted in the ration of 50:30:20 based on their financial turnover.
  - iv. In case of 3 bidders qualifying and 2 bidders quoting the same L1 rate, then the work may be allotted to the two bidders quoting the same L1 rate in the ratio of 50:30 based on their financial turnover and the third qualified bidder may be allotted 20% of the work.
4. One unit means a shift duty of EIGHT Hours/day.

**SEAL & SIGNATURE OF THE BIDDER**

ANNEXURE – I

**MANDATE FORM**

----- (Name of the company) represented by Sri. -----  
----- (with designation like Proprietor, CEO, MD etc.) hereby give our  
consent to credit the settlement amount in r/o Purchase Order No. ----- dated -  
----- for supply of ----- to O/o P.G.M.,  
BG TD, consignee ----- paying authority -----  
-----by way of Electronic Clearance system or by Electronic fund transfer (as the case may be) to  
our Bank account No. -----SB/CA, Bank branch -----MICR No. -----  
----- Bank's Name ----- . IFSC Code-----  
-----

A copy of the cancelled / Photostat cheque leaf is enclosed.

We hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected for reasons of incomplete or incorrect information, we would not hold user institution responsible. We agree to discharge the responsibility expected of us as a participant under the scheme.

**Signature**

(By Authorised Signatory)

With the Stamp and Seal of the Company

Date:

**ANNEXURE – II**

**RTGS/ NEFT/ MANDATE FORM FOR VENDOR CREATION**

- 1. Vendor Name :
- 2. Vendor code (if available) :
- 3. Permanent Account Number (PAN) :
- 4. Particulars of Bank Account :
  - a. Name of the Bank :
  - b. Name of the Branch :
  - c. Branch Code :
  - d. City Name :
  - e. Branch Address :
  - f. Branch Telephone No. :
  - g. Bank Branch IFSC Code :
  - h. 9 Digit MICR Code :
  - i. Type of Account :  
(S.B. Current or Cash credit specify code)
  - j. Account :
- 5. Vendor's E-mail Address :
- 6. Vendor's Authorised Signatory- Name :
- 7. Vendor's Contract person Name :

I / We hereby declare that the particulars given above are correct and complete. If the transaction is delayed or lost because of incomplete or incorrect information, we would not hold the company responsible.

DATE: \_\_\_\_\_ Authorised Signatory  
-----

**BANK CERTIFICATE**

We certify that \_\_\_\_\_ has an account with number \_\_\_\_\_ and we confirm that the details given above are correct as per our record. We also confirm that we enable for receiving NEFT / RTGS credits.

Date: \_\_\_\_\_  
Place: \_\_\_\_\_ Signature and Name of the authorized official of Bank with Stamp

(NOTE: To be filled in the firm's Letter Head & Kindly submit the original)



**Annexure-III**

**CERTIFICATE**

(TO BE GIVEN IN CASE THE TENDER DOCUMENT IS DOWN LOADED FROM WEB)

The downloaded tender document as published at the website (bangaloretelecom.com) has been used for bidding in this tender. It is certified that no modification has been done to the Contents of the document.

Place:

Date:

Signature of the bidder  
(Seal / Rubber stamp of the firm)

**ANNEXURE-IV**  
**PROFORMA OF POWER OF ATTORNEY**  
**Non-Judicial Stamp paper of Rs 100**

POWER OF ATTORNEY

Be it known all to whom it concerns that: -

1. Shri \_\_\_\_\_ s/o \_\_\_\_\_ residing at \_\_\_\_\_
2. Shri \_\_\_\_\_ s/o \_\_\_\_\_ residing at \_\_\_\_\_
3. Shri \_\_\_\_\_ s/o \_\_\_\_\_ residing at \_\_\_\_\_

I, the Proprietor/We all the Partners/Directors of M/s \_\_\_\_\_ (Address) \_\_\_\_\_ hereby appoint Shri \_\_\_\_\_ s/o \_\_\_\_\_ residing at \_\_\_\_\_ as my/our Attorney to act in my/our name and on behalf and sign and execute all documents/agreements binding the firm for all contractual obligations (including references of cases to arbitration) arising out of contracts to be entered into by the firm with the PGM, Bangalore Telecom District, Bangalore in connection with their Tender Enquiry No. \_\_\_\_\_ dated \_\_\_\_\_ for \_\_\_\_\_ due for opening on \_\_\_\_\_.

In short he is fully authorized to do all, each and everything requisite for the above purpose concerning M/s \_\_\_\_\_. And I/We hereby agree to confirm and ratify his all and every act of this or any documents executed by my/our said Attorney within the scope of the authority hereby conferred on him including references of cases to arbitration and the same shall be binding on me/us and my/our firm as if the same were executed by me/us individually or jointly.

Witness (with Address)

- 1.
- 2.

Signature of the Proprietor/Partners/Directors

- 1.
- 2.
- 3.

—

Accepted  
(Signature of Signatory of Tender Offer of the firm)

---

ATTESTED  
Notary Public  
(Signature with Official Seal)

**OR**  
REGISTERED  
Before  
(SUB – REGISTRAR) ..... (Of concerned State)

**ANNEXURE V**  
**(In case of Sole Proprietorship Firm)**  
**(On Non-Judicial Stamp Paper Rs.100/-)**

**AFFIDAVIT**

I, Smt/Sri .....S/o.....  
is the Sole Proprietor of the Firm M/s.....Located at  
No..... and is  
accountable to all tax liabilities of the said firm.

Signature

Name of the Proprietor of the Firm & Seal

---

ATTESTED  
Notary Public  
(Signature with Official Seal)

OR

(SUB – REGISTRAR) .....  
(Of concerned State)

**Annexure –VI (AA)**  
**(To be produced in Firm/Company's letter head)**

**DECLARATION**

I, ----- son of / wife of Shri-----  
and proprietor / Director/ partner of M/s.-----  
do hereby solemnly affirm and declare as under:

1. That I am the sole prop./partner/Director of M/s.-----has never ever been debarred and/ or blacklisted by any Dept. of Central Govt./State Govt./PSU/Public bodies/Municipalities and not having any ongoing litigation or court case pending or any other money suits also state that the bid is not submitted in the name of this firm, while being Director or partner or proprietor of such firm which is either debarred, black-listed or has entertained litigation or having ongoing litigation or court cases or money suits pending regarding the failure of providing call center facility contractual obligations.
2. 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 the black listed/debarred for future works/ contract with BSNL. Any such action however be without prejudice to BSNL's rights under the law.

The above declarations are given in accordance with the NIT conditions.

Signature of Proprietor/Partner/Director

(Shri/Smt./Ms-----)

**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 Principal General Manager, BGTD, Bangalore-01.

**Annexure –VI (B)**

(On Non-Judicial stamp paper of Rs.100)

**EMD / BID SECURITY DECLARATION**

I, ----- son of / wife of Shri-----  
and proprietor / Director/ partner of M/s.-----  
do hereby solemnly affirm and declare as under:

1. That I am the sole prop./partner/Director of M/s.-----that if I/We withdraw or Modify the bids during the period of validity etc ., I/We will be suspended / Debarred/Banned for the period of ONE year , same as specified for MSME bidder , in the Clause 12.2(d) of Section – 4 Part A of the procurement Manual.

The above declarations are given in accordance with the NIT conditions.

Signature of Proprietor/Partner/Director

(Shri/Smt./Ms-----)

**Annexure-VII**

(On Non-Judicial stamp paper of Rs.200)

**AGREEMENT BETWEEN A COMPANY & CONTRACTOR**

**THIS AGREEMENT IS EXECUTED ON the -----2021**

**By and in Between**

BSNL (A Govt. of India Enterprises) a company incorporated under the companies act 1956 vide incorporation certificate no \_\_\_\_\_ having its registered office at \_\_\_\_\_ (hereinafter referred to as the 'Party of First Part' which expression shall included the legally constituted signatories, assigns, successors and officers duly empowered to execute such agreement) of the first part through its

\_\_\_\_\_ empowered to execute this agreement through its resolution passed in the meeting of Board of directors vide number dated herein part of 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. BSNL (A Govt. of India Enterprises) is and

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

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

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

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

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

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

**Whereas the party of second part has offered to enter into the present agreement with the party of first part** for services to be rendered, inter alia, for \_\_\_\_\_ and other services which are as given in Appendix D (Scope of work to be defined exhaustively) 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,. 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.

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

### 3.5 Ministry of telecommunications Compliance

The Party of second part undertakes to comply with all the rules, regulations etc. as per the requirement of MTC issued from time to time in consonance with the party of first part. Failure of compliance of such statutory and mandatory compliance may give right to party of first part for redressal 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 staffs appointed by the Party of Second Part shall be the employees of the Party of Second Part only and Party of First Part shall have no liabilities / obligations towards them and the party of first part not in any manner exercises their control over the appointed staff in any manner.

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

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

4.5 Scope of selection procedure, interview and training;

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

4.6 Reports and feed back

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

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

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

- 4.7.2 To notify the Party of First Part about / of any suspected trespass intrusion of the property of the principal immediately after such detection and
- 4.7.3 To take reasonable action as decided mutually by the parties in relation to such encroachment of property right. And
- 4.7.4 On expiry or termination of the agreement forthwith stop the use of all property of the Party of First Part. and
- 4.7.5 Not to lend, sell, or otherwise give away any property or information about the Party of First Part, his business secrets, plans, services, programs, materials, manuals etc. to any third party at any party during the tenure of the agreement or even after this agreement ceases to exist. And
- 4.7.6 Not to cause or permit to be caused any activity which may damage endanger the property rights or title of the Party of First Part.
- 4.7.7 Shall maintain all the records including duty roaster as per the requirement of Ministry of labour.
- 4.8 The Party of second part hereby undertakes to indemnify BSNL against all actions, suits, proceedings, claims, losses, damages etc., which may arise under Minimum Wages Act, Fatal Accident Act, Workmen Compensation Act, Shops & Establishment Act, Family Pension & Deposit Linked Insurance Scheme Contract Labour (Regulation and Abolition) Act 1970 or any other Act or statutes not herein specifically mentioned but having any direct or indirect application for the person(s) engaged under this contract by him.
- 4.9 The Party of second part shall defend, indemnify and hold BSNL harmless from any liability, which may be imposed by the Central, State or local authorities and also from all claims, suits arising out of or by reason of the work provided by this contract including any liability that may arise out of accident, whether brought by the employees of the Party of second part or by the third parties or by the Central or State Government authority or any sub-division thereof.
- 4.10 BSNL shall not be responsible for any claim/compensation that may arise due to damages/injuries to the Party of second part's employee(s) under any circumstances while 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, Payment of Wages Act 1936, Payment of Bonus Act, 1965, Payment of Gratuity Act, 1972, Workmen's compensation Act 1923, Works Contract Act, 1999 and other relevant Acts, Rules and Regulations in force and as amended from time to time and are in force in the State where the subject work under this Contract are executed.
- (b) The engagement and employment of labourers and payment of wages to them as per existing provisions of various labour laws and regulations is the sole responsibility of the Party of second part and any breach of such laws or regulations shall be deemed to be breach of this contract. BSNL may ask the contractor to produce documents to verify that these provisions/laws are complied with by the contractor.
- (c) All wages allied benefits such as leave, ESI, PF, Gratuity, Bonus etc, shall be paid by the Party of second part and BSNL shall not incur any liability or additional expenditure whatsoever for personnel deployed.
- 4.12 a) Wage disbursement slip and attendance slip of the same month should be submitted along with the bill for processing.
- b) The wage disbursement should invariably contain UAN, EPF A/C No. and ESI A/C No. of all the Watch and ward Personnel including relievers should be submitted along with the bill.

- c) Relievers should be in the ratio of 1 reliever for every 6 watch and ward personnel.
  - d) All the agencies must have a branch office in Bengaluru and shall furnish the details of address, landline number, mobile number, and name of the contact person.
  - e) EPF and ESI remittances shall be made in Bengaluru only and all the details of remittances made exclusively for BSNL of the same month should be submitted along with the bill.
  - f) Wages of watch and ward personnel should be remitted by 7<sup>th</sup> of every month and NEFT details should be submitted by 10<sup>th</sup> of every month.
- 4.13 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/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/Lessee in this behalf, to deduct the sum(s) incurred thereof from any amounts due to the Contractor.
- 4.14 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.
- 4.15 Maintenance of records
- 4.15.1. 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.
  - 4.15.2 .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.
  - 4.15.3. The Party of Second Part shall maintain any other record to ensure the interest of party of first part from time to time.
  - 4.15.4 The Party of Second Part shall maintain any other record to ensure the compliance of guidelines from time to time.
- 4.16. Execution of non-core activities;
- 4.16.1. 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.
  - 4.16.2. The Party of First Part agrees to work in tandem with the Party of second Part for Execution of non-core activities.
  - 4.16.3. The Party of Second Part agrees that the activity at ground level shall be the sole responsibility of the Party of Second Part
- 4.17 Securities;
- 4.17.1. 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.
- 4.18 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.

**4.19 Membership, affiliations;**

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

**4.20. Additional activities**

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

4.21. 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.

4.22 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

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

**5. Article 5: CONSIDERATIONS**

**5.1 Monthly fee**

5.1.1 The Party of First Part shall pay to the Party of second Part an amount\_\_\_\_\_. 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 shall not be increased under any circumstances what so ever by the party of second part.

**5.2 Profit sharing**

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

**5.3 Taxes duties**

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

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

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

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

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

- 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

8.1.3 Contractual obligations. It shall derive its power to use from the provision and clauses of this agreement only.

8.1.4 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.

8.1.5 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.

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

- 8.2 No 'Agency'

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

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

## 9. Article 9: INSURANCE

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

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

### 10.1 Tenure

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

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

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

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

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

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

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

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

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

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

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

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

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;

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

- 10.3.6 Distress, execution, or other legal process being levied on or upon any of the party of second part 's goods and/ or assets;
- 10.3.7 Death of the party of second part;
- 10.3.8 If upon any change in the Partnership/constitution of a party of second part 's organization (if a Partnership), the BSNL shall refuse to continue the contract with the re-constituted firm;
- 10.3.9 If the party of second part or any person employed by him shall make or offer for any purpose connected with the Contract any gift, gratuity, royalty, commission, gratification or other inducement (whether money or in any other form) to any employee or agent of the BSNL;
- 10.3.10 If the party of second part 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 to terminate the Contract, has occurred or not, shall be final and binding upon the party of second part. However, before invoking action under this clause, BSNL shall give prior written notice to the party of second part to rectify the problem areas within maximum two weeks of time.
- 10.4 The authority of premises shall stand terminated in the following events
  - 10.4.1 Upon the expiry of the contracted period
  - 10.4.2 Upon occurrences of instances mentioned in clause above
  - 10.4.3 Upon mutual consent of the parties before the expiry of the period. In the event, the

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

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

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

### **12.1 Loses and damages**

12.1.1 The Party of Second Part and the indemnifiers are jointly and severally responsible for all losses to damages to third person, originating in or connected with the conduct of the Party of Second Part for all claims demand for damages to properties or for injury, illness, or death of persons directly or indirectly resulting there from. The agency and indemnifier agree to defend, Indemnifies and save the Party of First Part from any harm with respect to any such claims, losses all damages result from the willful 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 willful negligence of the Party of First Part, Its employees or agents. The Party of first Part and the indemnifier shall be obliged to immediately intimate to the Party of second Part in the event of any unlawful use of either the Party of second Part's trade mark, trade name, design, copyright, patent by any third party. If it is established that such activity is the act of either the Party of Second Part itself or any of or all of its directors Party of First Part officers Key personnel employees etc the indemnifier here by indemnifies the Party of second Part in respect all expense that may be incurred by the Party of second Part In stopping such activity. The Party of Second Part agrees to assist the Party of First Part in taking appropriate action and further agrees to commence such action if legal requirement so dictate.

12.1.4 Personnel indemnification;

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

(b) The indemnifier here by personally indemnifies the Party of Second Part in respect of every claim, which the Party of second Part may have against the Party of first Part under this agreement and further personnel guarantees payment of the same to the Party of second Part. This shall not affect any right of the Party of second Part to precede ageist 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 tender application given to the party of the first part by the party of the second part is found to be misleading, false and incorrect, the party of the first part reserves the right to cancel the agreement at any time.

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

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

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

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

15.1 As described, this agreement is terminable, re-convening of this agreement either due to default or for any other reason, the reputation and the goodwill of Party of First Part shall forthwith stand reverted and re-conveyance to the Party of First Part. The Party of Second Part acknowledges that the benefit obtained and accrued to it as a result of this agreement of said reputation and goodwill shall constitute adequate consideration for such reversion and re-conveyance in favors of the Party of First Part or party of second part as the case may be.

15.2 Non use of trade-mark, trade-name, trade secretes on redrafting/re-execution of this agreement for any reason, the Party of First Part shall directly or indirectly identify in any manner as a Party of Second Part or the Party of First Part in particular but without prejudice to forgoing generality, the Party of Second Part shall execute the work assigned to it.

15.3 Lien and damages;

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

of party of second part

1.

1.

2.

2

3.

3.

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

Also at,

### 16.9 Force majeure clause;

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

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

16.9.3 In the event of a force majeure occurrence, the party invoking the force majeure shall promptly notify the other party of such circumstances. Force majeure occurrence shall 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 be 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

17.1 In the event of any question, dispute or difference arising under this agreement or in connection therewith, the same shall be referred to the sole arbitrator of the party of the first part. The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act, 1996. There will be no objection to any such appointment on the ground that the arbitrator is a Government Servant or that he has to deal with the matter to which the agreement relates or that in the course of his duties as a Government Servant he has expressed his views on all or any of the matters in dispute. The award of the arbitrator shall be final and binding on both the parties to the agreement. In the event of such an arbitrator to whom the matter is originally referred, being transferred or vacating his office or being unable to act for any reason whatsoever, the party of the first part shall appoint another person to act as an arbitrator in accordance with terms of the agreement and the person so appointed shall be entitled to proceed from the stage at which it was left out by his predecessors.

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

17.3 The venue of the arbitration proceeding shall be at such places as the arbitrator may decide.

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

On behalf of BSNL BGTD  
Bengaluru

Name and signature of the contractor  
with seal

Witnesses;

Witnesses;

1.

1.

2.

2.

**Annexure-VIII  
Appendix-1 to Section 4 Part A (Standard Tender Enquiry Document)**

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

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

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

S. No.	Defaults of the bidder / vendor.	Action to be taken
A	B	C
5.2	Major quality problems (as established by a joint team / committee of User unit(s) and QA Circle) / performance problems and non-rectification of defects (based on reports of field units and QA circle).	i) If the material is not at all acceptable, then return the non-acceptable material (or its part) & recover its cost, if paid, from the o/s bills/ PG/ SD; OR ii) If the material is inducted in network & it is not possible to return it and/ or material is acceptable with degraded performance, the purchaser may determine the price for degraded equipment (Financial penalty = Price – price determined for degraded equipment) himself and/ or through a committee. Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD; and iii) Withdrawal of TSEC/ IA issued by QA Circle.
6	Submission of claims to BSNL against a contract (a) For amount already paid by BSNL. (b) For Quantity in excess of that supplied by Vendor to BSNL. (c) For unit rate and/ or amount higher than that approved by BSNL for that purchase.	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>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 or not.	
7	Network Security/ Safety/ Privacy:- If the vendor tampers with the hardware, software/ firmware or in any other way that a) Adversely affects the normal working of BSNL equipment(s) and/ or any other TSP through BSNL.	i) Termination of PO/ WO. ii) Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order. iii) Recovery of any loss incurred on this account from the Vendor from its PG/ SD/ O/s bills etc.

S. No.	Defaults of the bidder / vendor.	Action to be taken
A	B	C
7 con- td.	b) Disrupts/ Sabotages functioning of the BSNL network equipments such as exchanges, BTS, BSC/ MSC, Control equipment including IN etc., transmission equipments but not limited to these elements and/ or any other TSP through BSNL.	iv) Legal action will be initiated by BSNL against the Vendor if required.
	c) Tamper with the billing related data/ invoicing/ account of the Customer/ User(s) of BSNL and/ or any other TSP(s).	
	d) hacks the account of BSNL Customer for unauthorized use i.e. to threaten others/ spread improper news etc.	
	e) Undertakes any action that affects/ endangers the security of India.	
8	If the vendor is declared bankrupt or insolvent or its financial position has become unsound and in case of a limited company, if it is wound up or it is liquidated.	i) Termination/ Short Closure of the PO/ WO. ii) Settle bills for the quantity received in correct quantity and quality if pending items do not affect working or use of supplied items. iii) No further supplies are to be accepted except that required to make the already supplied items work. iv) In case of turnkey projects, If the material is commissioned and is usable without any degradation of performance, then settle bills for the acceptable equipment/ material (or its part). v) In case of turnkey projects, if the material is inducted in network & it is not possible to return it and/ or material is acceptable with degraded performance, the purchaser may determine the price for degraded equipment (Financial penalty = Price – price determined for degraded equipment) himself and/ or through a committee. (continues to page 81) Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD.



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

S. No.	Defaults of the bidder / vendor.	Action to be taken
A	B	C
10 con- td.	b) In spite of Court Orders.	iii) Take legal recourse i.e. filing recovery suite in appropriate court.  i) Termination of contract, if any. ii) Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL from date of issue of banning order or till the date by which vendor clears the BSNL's dues, whichever is later.
11	If the Central Bureau of Investigation/ Independent External Monitor (IEM) / Income Tax/ Sales Tax/ Excise / Custom Departments recommends such a course	Take Action as per the directions of CBI or concerned department.
12	The following cases may also be considered for Banning of business:  (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.  (b) If the vendor/ supplier fails to execute a contract or fails to execute it satisfactorily beyond the provisions of Para 4.1 & 4.2.  (c) If the vendor/ supplier fails to submit required documents/ information, where required.  (d) Any other ground which in the opinion of BSNL is just and proper to order for banning of business dealing with a vendor/ supplier.	i) Banning of business for 3 years which implies Barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order.
<b>Note 7:</b> The above penalties will be imposed provided it does not clash with the provision of the respective tender.		
<b>Note 8:</b> -In case of clash between these guidelines & provision of invited tender, the provision in the respective tender shall prevail over these guidelines.		
<b>Note 9:</b> 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.		

**Check List of Documents to be submitted**

Sl No.	Documents	Submitted/ Not Submitted
1	Cost of the Tender Document (Scanned of DD to be enclosed.)	
2	EMD / BID security declaration as per ANNEXURE VI(B)	
3	Bid Form in Section 9 Part-A duly filled up and signed.	
4	NO Modification Certificate	
5	Tender Document uploaded with digital signature.	
6	Copy of Firm Registration Certificate	
7	Copy of Experience Certificate as per Eligibility Conditions.	
8	P/L Statement for Assessment years 2017-18, 2018-19& 2019-20	
9	Copy of Income Tax returns for Assessment years 2018-19, 2019-20 & 2020-21.	
10	Copy of Certificate of Incorporation / Firm Registration Certificate	
11	Copy of Memorandum, of Articles and Association OR Partnership Deed OR <b>Proprietorship Deed</b> as the case may be	
12	Power of Attorney attested by Notary Public or Registered with Sub Registrar in favour of the signatory signing the offer and documents.	
13	Copy of Board Resolution, authorizing a person for Executing power attorney in the name of person, who is signing the bid document. (In case of Company / Institution / Body Corporate)	
14	Copy of a List of all Board of Directors of the company (In Case of Limited Company)	
15	Copy of PAN CARD	
16	Copy of GST Certificate	
17	Near Relationship Certificate as per format available in Section 6 D ( In case of Proprietorship firm Certificate to be given by the Proprietor, For Partnership firm, certificate to be given by all Partners and in case of Limited Company , Certificate to be given by all Directors of the Company.	
18	Duly filled Bidder's / Tenderer's Profile as per Section 8	
19	A declaration on Company's letter head to the effect that no dues to be paid to GST Department and no violation was noted by the Department	
20	Undertaking & Declaration for having read and understood the Terms & Conditions. (6A)	
21	Vender creation form in case does not have BSNL Vender Code	
22	Indemnity Bond Declaration as per the format available in Section 6 Part E.	
23	Declaration with respect to no dues to be paid to Law Enforcement authorities like ESI/PF etc as per Section 6 Part F.	
24	Declaration(Preference to Make in India) as per section 6 Part B & C.	
25	Authorization letter for attending the bid opening (if applicable)	
26.	Self Certificate for having office at Bengaluru.	

All the above documents have to be scanned and uploaded in the portal PI.