



BHARAT SANCHAR NIGAM LIMITED
(A Government of India Enterprise)
OFFICE OF THE TELECOM DISTRICT MANAGER. DISTRICT
2nd Floor, Telephone Bhavan, Behind SBI, Parbhani-431401.

Name & address of the e-Tender (EOI) applicant:-

.....
.....

e-TENDER (Bid) DOCUMENT

Tender No. T-13/GMT/TDM PRB/e-Tender/EOI/PRB SSA/2017-18/1 Dated at Parbhani 15/02/2017

e-tender Document of EOI for upkeep of Telecom Infrastructures on Job Basis in Parbhani & Hingoli District of Parbhani SSA (Recall 4th)

Last Date of Submission 24/06/2019 up to 13:00hrs and Date of Opening of the tender:- At 15:00Hrs of 25/06/2019.

Visit us at:- <https://www.eprocure.gov.in/> www.maharashtra.bsnl.co.in following the link for tender through CPPP <https://www.eprocure.gov.in>

[Tenderer is requested to intimate the e-mail address and/or phone number if any after down-loading the Tender document to either the AGM (Admin) [Ph. No. 02452-227800] or the SDE (Admin) [Ph. No. 02452-222030], Office of the GMT/TDM- BSNL, Parbhani-431401 so as to intimate future corrigendum in the tender document if any and to impart education regarding filling-up of the tender to avoid inconvenience.]

[The tender will neither be sent nor accepted by post/courier/by hand except offline documents. Submission of Bids by means of online bids only for Electronic Tendering at the portal <https://www.eprocure.gov.in> as detailed in Special Instructions to Bidders for E-Tendering on or before date & time specified in detailed in DNIT, i.e. 'Detailed Notice Inviting Tender']

Non Refundable TENDER FORM Fee: - Rs.1000/- +18% GST =Rs.1180/-

(Rs. One Thousand One Hundred Eighty only)

This EOI Document contains 56 pages including cover Page)

Registered Office and Corporate Office: **Bharat Sanchar Bhavan, H C Mathur Lane Janpath, New Delhi-110 001.**
Corporate Identity Number (CIN): (U774899DL2000GOI107739).
Website : www.bsnl.co.in

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No: T-13/GMT/TDM PRB/EOI-Infra-Mntc/PRB SSA/2017-18/ 1 Dated at Parbhani 15/02/2017**Notice Inviting for e-Tender (EOI DNIT)**

For & on behalf of Bharat Sanchar Nigam Ltd., the Telecom District Manager District, Parbhani invites digitally signed expression of interest (EOI) Parbhani & Hingoli District of Parbhani SSA for the following work as detailed below:-

Sr. No	Name of the Item.	Estimated cost per annum in Rs.	EMD/Bid Security in Rs.	TENDER / EOI Document FEE(non-refundable)	Last Date & Time of e-EOI submission	Date & Time of Opening of e-EOI.
01	EOI for upkeep of Telecom Infrastructures <u>on Job Basis</u> in Parbhani & Hingoli District of Parbhani SSA (Recall 4th)	Rs.4002072/-	Rs100052/-	Rs.1180/-	Up to 13:00hrs. on 24/06/2019.	15:00hrs.on 25/06/2019.

1) Period of contract:- One Year from the date of awarding , can be extended for further six months for first time on BSNL's consent and second extension can be given for further six months with the mutual consent provided that for each extension **the estimated cost will be enhanced proportionately.**

2) Quantum of manpower/EOI persons can be decreased or increased will be 25% maximum any time as per the requirement with enhancement in the estimated cost per annum.

3) **Availability Tender Document:** Tender document can be obtained by downloading it from date of publish on the website www.maharashtra.bsnl.co.in following the Link for e-tenders by BSNL through CPPP portal <https://www.eprocure.gov.in>.

*4) The bidders downloading the EOI document are required to submit the tender/ EOI Document fee-Non refundable (as per DNIT through Cash Original receipt issued by the AO (Cash), BSNL-Parbhani at O/o the GMT/TDM –Parbhani or DD /FDR drawn from any Nationalized/Scheduled Bank in India guaranteed by RBI in favour of “**The A. O. (Cash), BSNL, Parbhani**” payable at “**Parbhani**” along with their tender bid(originals by Off Line & scanned copies by On Line) failing which the tender bid shall be left archived unopened/ rejected.

*5) **EMD/Bid Security:** - EMD (as per DNIT) should be paid only by DD /FDR drawn in favour of “**The A. O. (Cash), BSNL, Parbhani**” payable at “**Parbhani**” from any nationalized/scheduled bank in India guaranteed by RBI, along with their tender bid (originals by Off Line & scanned copies by On Line) failing which the tender bid shall be left archived unopened/ rejected. EMD is liable to be forfeited if the party backs out after qualifying for the tender or submits false documents seeks any changes /modification in terms and conditions of tender document. Tender without requisite EMD will be treated as invalid.

* **NOTE:** The MSE units shall be exempted from submission of Bid Security deposit & Tender Fee on production of requisite proof in respect of valid certification from MSME for the tendered item (please note that only ‘Micro’ and ‘Small’ category businesses are eligible for this concession). **MSME bidders shall have to produce proof of registration on CPPP with UAM number. The bidders who fail to submit UAM number will not be able to avail the benefits available to ‘Micro’ and ‘Small’ Enterprises as contained in Public Procurement Policy for MSE Order, 2012 issued by MSME. Bids of MSE Bidder’s, who have not submitted proof of registration on CPPP with UAM number, shall be rejected at the initial stage itself.**

6) **PROCEDURE FOR SUBMISSION OF e-EOI a) ON Line b) Off Line**

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- 6a) **On-Line – Single Stage Using Two digital Envelopes.** The Techno-commercial & Financial bids shall be submitted online by the bidder at the same time
- i) **Techno-commercial Bid- All the digitally signed credentials or documents required for eligibility as per clause 14 of Annexure-I must be submitted On-Line in the first digital envelope (e-envelope) as per clause 12.1 of Annexure-I .**
- ii) **Financial Bid - In the second digital envelope (e-envelope) , the rate in Lump sum rate per EOI person per shift/Job Unit per month above the SOR should be quoted on line.**
- iii) **6b) Off-Line – For submission of physical documents as per clause 12.2 of Annexure-I . All the necessary documents are enclosed in the single PVC /Wax sealed envelope super scribed “EOI for upkeep of Telecom Infrastructures on job basis in Parbhani & Hingoli District of Parbhani SSA (Recall 4th)” . and should be addressed to ‘The AGM (Admin) O/o GMT/TDMD-BSNL, Parbhani, 2nd Floor, Telephone Bhavan, Behind SBI , Parbhani-431401’. The envelope containing Off line documents should be dropped in the tender box kept in between 10:00 Hrs to 13:00 Hrs of **24/06/2019** at O/o The AGM (Admin) O/o GMT/TDMD-BSNL, Parbhani, 2nd Floor, Telephone Bhavan, Behind SBI ,Parbhani-431401 . Bidders can send their offline documents by Registered Post / Speed Post/Courier should reach to the AGM (Admin) O/o GMT/TDMD-BSNL, Parbhani, 2nd Floor, Telephone Bhavan, Behind SBI, Parbhani-431401 before the closing date and time of EOI as mentioned in the DNIT. The Bidder is to ensure the delivery of the off line documents at the correct address. The department shall not be held responsible for delivery of off line documents to the wrong address. BSNL is not responsible for delay if any occurred in transit.**
- 7) Pre-bid queries if any, may please be submitted on or before 17:00 Hrs of **20/06/2019** in writing to the undersigned or through email on agmpnprb2018@gmail.com. Pre-bid queries received after 17:00 Hrs of **20/06/2019** will not be considered for clarification and the decision of GMT/TDM, Parbhani will be final in such case.
- 8) Pre-bid meeting will be held as per NIT at Cabin of the TDM,O/o GMT/TDM- BSNL- Parbhani-431401.
- 9) If the envelope containing Off Line Documents is not accompanied by the requisite Documents, EOI Document Cost, Bid security Deposit /EMD etc, shall summarily be rejected. In such case, the respective e-envelope containing techno-commercial documents will not be opened i.e. the particular bidder will be considered as non eligible.
- 10) If the e-envelopes containing On-line documents is not accompanied by the requisite Documents, shall summarily be rejected. In such case, the respective e-envelope containing financial Bid will not be opened i.e. the particular bidder will be considered as non eligible.
- 11) Only techno-commercially eligible bidders shall be intimated after techno-commercial evaluation of the bid.
- 12) The Telecom District Manager District Parbhani reserves the right to accept reject or cancel any or all EOIs without assigning any reason what so ever.
- 13) Contractor is fully responsible to pay the applicable minimum wages to labour as fixed by the Labour Commissioner from time to time and the EPF , ESI etc as per the laws
- 14) Proof of payment of wages, EPF contribution and ESI premium etc shall be furnished by the contractor with every bill as per the existing practice or the practice amended time to time as per requirement by BSNL.
- 15) The quoted rates shall be the bidder’s margin per WEU per day including his administrative expenses, materials, tools, any other incidental and contractor’s profit but excluding the

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applicable minimum basic wages + Variable D.A. + EPF + ESI and Goods & Service Tax (GST) as per prevailing Govt's rules & regulations.

- 16) The GMT/TDM- Parbhani reserves the right to award the tender to the one bidder for all work or one bidder for one zone or one bidder for more than one zone depending on eligibility in the interest of BSNL.
- 17) If there is any ambiguity or contradiction left in the Tender Document, in such a case the decision of the GMT/TDM-Parbhani/competent authority will be final and will be binding on all the participant bidders.
- 18) The GMT/TDM-Parbhani reserves the right to terminate the contract /agreement at any time/at any stage without assigning any reason thereof.
- 19) After financial bid evaluation, only successful bidders will be intimated.
- 20) The validity of the bid/bids is 180 days from the opening of the bid/bids.

As per Ltr. F.No. CA/MMT/3-1/2018 dtd. 17.07.2018 from AGM (MMY), BSNL C.O., ND., the requirement of compulsory advertisement in Newspapers - as per GFR, 2005 - has been dispensed with. Advertisements in case of tenders above certain threshold value should be given on Central Public Procurement Portal (CPPP), Government e-Marketplace (GeM) portal as well as, on the website of Ministries/Departments/Organizations, if available. Accordingly, this NIT is being published on e-procure website of NIC/CPPP with links to GeM portal & MH Intranet with link to www.maharashtra.bsnl.co.in

**Asstt. General Manager (Admin)
O/o Telecom District Manager
BSNL Parbhani-431401**

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Annexure- I

Request for Expression of Interest

Introduction

BHARAT SANCHAR NIGAM LIMITED (BSNL), a Public Sector Enterprise, 100% owned by Government of India, with the dominant market share in the Wire line Telephony, Wireless Telephony, Broadband & Internet services besides other data services like MPLS- VPN, Leased circuits etc. BSNL is the largest Internet Service Provider (ISP) of India. As a leading telecom player, BSNL controls a wide range of telecom infrastructure such as Main Exchange Buildings, RSU Exchange Buildings, Transmission Centre Buildings, BTS sites, billing centers, customer care centers etc. For more details about BSNL, please log on to www.maharashtra.bsnl.co.in

2. Purpose of the EOI

- 2.1 BSNL (from here on BSNL means SSA Head or Competent Authority floating the EOI) intends to invite e-Expression of Interest (e-EOI) from interested parties for maintenance and upkeep of parts of its telecom infrastructure. After evaluation of EOIs, agreements will be entered with the successful party for a period of one year, which can be extended further up to a period of one year in step of 6 months as per performance and on mutually agreeable terms and conditions. For each extension, the estimated cost will automatically be get enhanced proportionately.

[Proportionately Enhanced Estimated Cost during Extended period shall be
Estimated Cost per annum

$$= \frac{\text{Estimated Cost per annum}}{12} \times \text{No. of months for which the tender has been extended]$$

3. General requirement

- 3.1 BSNL intends to contract infrastructure maintenance services (Annexure- D) at selected telecom sites in each SSA/SDCA unit. These may be required for different timeframes at different installations as per requirement from BSNL Parbhani.

4. Eligibility Requirements

As per the list at clause 14 of Annexure-I

5. Financial Requirement

- 5.1 Performance Security Deposit - Performance Bank Guarantee of amount(in Rs.) 10% of the EOI Agreement value from any nationalized /scheduled bank in India guaranteed by RBI is to be deposited by each contractor at the concerned SSA/unit before signing of the agreement with validity of **36** months. If required validity of the BG must be extended in case of extension of the contract. If required instead of PBG, performance security deposit can be deposited in the form of Cash/DD issued by any Nationalized /Scheduled Bank guaranteed by RBI. Performance Security deposit will be enhanced in proportion to the revised agreement cost.

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

6 Evaluation Criteria

6.1 BSNL will consider issue of Letter of Intent (LOI) to the lowest (L-1) amongst those who meets the eligibility requirements as mentioned in Clause 14 (Eligibility Criteria) and agreeable to all terms and conditions of the tender. The bidder shall within 10 days of issue of LOI give its acceptance and furnishes the Performance Bank Guarantee as mentioned in clause 5 (Financial Requirement) and sign the contract with BSNL. The signing of contract shall constitute the award of the contract on bidder.

6.2 After award of contract to the Approved bidder the officer designated by the SSA head / competent authority i.e. concerned **DE/SDE shall issue the work orders** for commencement of the work under intimation to the AGM(Admin),Parbhani.

7 Agreement period

7.1 The agreement period shall be valid for **a period of one year** and will be extended suo moto on same

terms and conditions in step of six months but not more than one year **subject to satisfactory performance during the previous period by the contractor**. The first extension beyond one year on BSNLs accord and for next six months beyond 1.5 years with mutual consent. At each time of extension estimated cost will automatically be get enhanced proportionately.

[Proportionately Enhanced Estimated Cost during Extended period shall be

$$= \frac{\text{Estimated Cost per annum}}{12} \times \text{No. of months for which the tender has been extended]$$

This is subject to the additional PBG for the enhanced amount (i.e. 10% of the increased cost due to extension period) with validity equals to validity of initial PBG.

8 Right

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

8.2 The EOI can be modified/ withdrawn at any time without any reasons by BSNL.

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

9 Responsibilities of Contractor

9.1 The contractor shall be responsible for provision of the services as per BSNL requirement at the site premises during the service timings specified for each site. However the SSA Head can decide to change these timings as per local conditions. The requirement of services will be provided by BSNL.

9.2 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.

9.3 The contractor will be fully responsible for fulfilling all the prevailing statutory requirements in respect of Labour Laws, EPF ,ESI ,...etc made or updated time to time by Govt. of India, State Govt, DOT,BSNL .

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- 9.4 The contractor will issue Identity Card issued by his firm to each of the EOI person deployed by him to the nodal officer.
- 9.5 The contractor will submit the identity proof of each the EOI person deployed by him/her such as self attested copy of Aadhaar Card, Election Voters ID Card, PAN Card ,Driving Licence etc along with the full permanent address , Mob. Number /Tel. No. of the deployed EOI person to the nodal officer.
- 9.6 The contractor will have to maintain his own attendance register for the deployed EOI persons at each site. Whenever required he should be enabled to submit the same to the concerned nodal officer.
- 9.7 As per the attendance register only the BSNL officer in charge will issue a certificate for monthly billing purpose.
- 9.8 It is the responsibility of the contractor to issue Identity /Pehchan Card, UAN ,.... in fulfillment of prevailing Labour, EPF, ESI, workman compensation laws , to each of his EOI Person deployed.
- 9.9 Important provisions, as follow, must be complied unfailingly by the contractor

- (i) Ensuring EPF/ESI registrations,
- (ii) Maintenance of contribution card,
- (iii) Identity /Pehchan card,
- (iv) Timely deposit of contributions of EPF and ESI such as
- EPF contributions to be submitted/remitted monthly by 25th of following month or as prescribed under the relevant rules (Including Employee Share).
- ESI contribution to be deposited latest by 21st of following month or as prescribed under the relevant rules. **Wherever ESI is not applicable successful Vendor has to take WCI policy.**
- (v) Maintaining & s u b m i t t i n g the relevant records./proof etc. such as,
- Details of wages and contributions in respect of each EOI person (to be prepared financial year wise) to the EPF office by 30th April every year or as prescribed under the relevant rules.
- Details of the EOI persons enrolled newly to the EPF to be submitted within 15 days of the following month or as prescribed under the relevant rules.

These records may also be required at any time for the inspection of BSNL CO / labour authorities/parliament standing committee on labour etc.

10 Inspection

10.1 The GMT/TDM- BSNL, Parbhani and officer nominated 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.

11 General Terms and Conditions:

11.1 Commercial Terms & Conditions

- 11.1.1 BSNL Parbhani reserves the right to disqualify such bidders who have a record of not meeting contractual obligations against earlier contracts entered into with the BSNL Parbhani.
- 11.1.2 The BSNL Parbhani reserves the right to black list a bidder for a suitable period in case he fails to honour his bid without sufficient grounds.

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- 11.1.3 The BSNL Parbhani reserves the rights to counter offer price(s) against price(s) quoted by any bidder.
- 11.1.4 BSNL Parbhani also reserves the right to award the work amongst more than one bidder.
- 11.1.5 Any clarification issued by BSNL Parbhani, in response to query raised by prospective bidders shall form an integral part of bid documents and it may amount to amendment of relevant clauses of the bid documents.
- 11.1.6 The company reserves the right to change the terms of trade from time to time with notice period of 30 days.
- 11.1.7 The company reserves the right to withhold or delay the payment for the contractor in case of any pending disputes.
- 11.1.8 In the event of any question, dispute or difference arising under this agreement or in connection there-with (except as to the matters, the decision to which is specifically provided under this agreement), the same shall be referred to the sole arbitrator appointed by BSNL.
- 11.1.9 BSNL's decision will be final on all matter relating to the business and will be binding on the contractor.
- 11.1.10 It will be BSNL's endeavour to make the payment to the contractors as per the schedule, however this may stretch beyond the scheduled time only in case of delays in getting claims from the contractors or in case of incorrect claims or as per fund availability.
- 11.1.11 The payment to the contractors will be made through a cheque / ECS after deducting applicable taxes.
- 11.1.12 All contractor's representatives will report to SSA Head/ competent Authority through the nodal officer appointed by SSA Head/Competent Authority.
- 11.1.13 All present, future & additional taxes /Levies/ duties etc. that may be levied by the govt. /Local authorities etc. excluding Goods & service tax(GST) will be borne by the contractors.
- 11.1.14 The contractor's representatives shall comply with all applicable laws, bye Laws, rules, regulations, orders, directions, notifications etc of the Govt./ Court/Tribunals and shall also comply with all directions issued by BSNL and provide BSNL with all information and cooperation that BSNL may reasonably require from time to time.
- 11.1.15 The contractor's representatives have to fully cooperate with BSNL Parbhani to investigate any complaint from the public/staff.
- 11.1.16 The contractor shall ensure provision of necessary safety devices tools/ kits etc required for discharge of services as mentioned in Annexure D at his own cost and shall recoup the same from time to time.
- 11.1.17 The contractor shall quote the rates taking into account the Provisions of Minimum Wages Act & other statutory obligations such as EPF, ESI, Insurance etc. to be borne & complied by contractor only in r/o manpower deployed by the bidder.**

Contractor shall be liable for all payments of wages, Salary etc to its employees as per prevailing labour laws, ESI & ESIC rules & regulations etc & shall comply with all statutory laws, rules, relating to employment, wages, EPF, ESI act etc. Contractor should make the payment to his/her workmen through Bank or A/C payee cheques only. No cash payment should be made. If Cash payment is inevitable in a particular case, then it should be made in presence of the concerned BSNL Officer in charge. (Receipt of payment should be signed by the workmen with sign of the witness i.e. of the concerned BSNL officer in charge .)

- 11.1.18 **The Contractor shall be liable for any theft, sabotage etc. of BSNL property and the damages / losses if any, will be recovered from the contractor.** The contractor shall report any such incident to the site in charge immediately. It is applicable for all services.
- 11.1.19 The Contractor agrees to protect, defend, indemnify and hold harmless BSNL and its employees,

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officers, directors, agents or representatives from and against any and all liabilities, damages, fines, penalties and costs (including legal costs and disbursements) arising from or relating to:

- a) Any breach of any statute, regulation, direction, orders or standards from any governmental body, agency, telecommunications operator or regulator applicable to such party; or
- b) Any breach of the terms and conditions in this agreement by Contractor This clause shall survive even on the termination or expiry of this agreement.

11.1.20 BSNL Parbhani shall not be liable for any act of commission or omission of any third party.

11.1.21 The Contractor's representatives will have to abide by the policy rules, regulations & instructions of BSNL as revised/modified from time to time, without any prior notice to the Contractor in respect of all matters including security deposit / PBG, payment to the contractor etc.

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

11.1.23 Contractor will be bound for the provide the caretaker as and when requirement of BSNL for short duration work on hours basis.

11.1.24 The job work person who is carrying out the job is free to perform his own work after completions of BSNL job allotted to him.

11.1.25 Work of removing cable fault may be executed if required on this EOI after mutual consent and if skill is available with the contractor up to satisfaction of BSNL. For this as justified additional job units will be allotted and regarding this BSNL decision will be final.

11.1.26 The person deployed at any telecom installation by the contractor will have to watch & ward the telecom installation & its premises if required & assigned. The contractor will be responsible for the security of the telecom installation & its premises in such case. In case of any theft or damage done by external agency , the losses incurred will be recovered from the bill.

11.1.27 All work as mentioned in Annexure- D.

11.1.28 Normally the DE-In charge i.e. DE-Urban & Rural Parbhani, Marketing, Transmission, Mobile, EB etc and DE-Hingoli of Parbhani SSA will act as the nodal officer or authority if not appointed by the SSA Head Parbhani.

12 EOI submission-ON Line & Off Line

- 12.1 On-Line -For On-Line submission, Web site <https://www.eprocure.gov.in> is to be used. Bid for the Parbhani SSA should be submitted in single stage two e-envelopes. These e-envelopes should contain the following;

e-Envelope No.	e-Envelope for	Contents of e-Envelopes
First e-Envelope	Tender Fee , EMD /Bid Security & Techno-Commercial bid documents	Scanned copies in PDF format of all the necessary enclosures as shown in clause 14 Corrigendums/ addenda if any . In case of exemption in EMD /Tender fee , relevant documents should be enclosed.
Second e-Envelope	Financial bid (BOQ) –ON Line	Tender Quotation/Financial Bid Form(BOQ) , duly filled in the prescribed format given as in Annexure-J of the tender document. The rate to be filled /entered On Line only.

The application for e-Expression of Interest must be submitted in two digitally sealed envelopes only . First e-envelope as **“Techno-Commercial Bid”** should be comprised of proof of Bid Security(EMD), cost of EOI /Tender Document, Credentials as per Clause **14** ,corrigendums/addenda if any and in Second e-envelope as **“Financial Bid(BOQ)”** the bidder must enter / fill the rate on line in the format specified in Annexure **J** . The EOI which are not submitted in above mentioned manner shall be summarily rejected.

12.2 Off-Line

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The documents under clause 14.1 , 14.5, 14.16,

The document under clause 14.19 should be submitted in original at the time of opening of Techno-commercial Bid and financial bid.

Only finally successful bidder/bidders shall submit the whole e-Tender/EOI document (1-56) along with its corrigendums/addenda if any duly filled signed (with blue ink pen) with seal where ever required at the time of agreement.

These off-line documents should be enclosed in the PVC or WAX sealed envelope addressed - and the envelope should be superscribed by “ EOI for upkeep of Telecom Infrastructures on Job Basis in Parbhani & Hingoli of BSNL Parbhani SSA”

The envelope containing Off line documents should be dropped in the tender box kept in between 10:00 Hrs to 13:00 Hrs of 24/06/2019 at O/o The AGM(Admin) O/o GMT/TDMD-BSNL, Parbhani, First Floor, Telephone Bhavan, behind SBI, Parbhani-431401 . Outstation applicants can send their offline documents by Registered Post / Speed Post/Courier should reach to the AGM (Admin) O/o GMT/TDMD-BSNL, Parbhani, 2nd Floor, Bhavan, behind SBI, Parbhani- 431401 before the closing date and time of EOI as mentioned in the DNIT. The Bidder is to ensure the delivery of the off line documents at the correct address. The department shall not be held responsible for delivery of off line documents to the wrong address. BSNL is not responsible for delay if any occurred in transit.

13 PROCEDURE FOR SUBMISSION OF EOI

Tender/Eoi is two bid two envelope type should be submitted accordingly.

- 13.1 The application for Expression of Interest must be submitted as per the above procedure should be addressed to the above address indicated in this EOI. E-Envelope containing Techno-commercial Bid must have the documents listed in Clause 14 as credentials, bid security (EMD)& EOI document fees , corrigendums if any; whereas the e- envelope containing the Financial Bid(BOQ) must have quoted bid in the format specified in Annex- J and procedure given.
- 13.2 The off line EOI should be submitted in person or through an authorized representative. Outstation applicants can send their application of EOI by Registered Post / Speed Post/ Courier should reach in the O/o The AGM (Admin),GMT/TDMD, BSNL, Parbhani before the closing date and time of EOI as mentioned in NIT. The Bidder is to insure the delivery of the bids at the correct address. The department shall not be held responsible for delivery of bid to the wrong address. BSNL is not responsible for delay if any incurred in transit.
- 13.3 The prescribed documents as per eligibility criterion should be submitted by contractor.
- 13.4 Only successful bidder /bidders shall be intimated after evaluation of the bid.
- 13.5 During the entire evaluation procedure, if it is observed that the downloaded document is not exactly as per original EOI document and/or it is tampered / changed/altered/modified in any way, the bid will be rejected & EMD/SD will be forfeited.
- 13.6 The EOI, which is not be accompanied by the requisite Bid security(EMD) & Fees of the Eoi/tender Document in required format , eligibility requirements and terms & conditions of the EOI above in the first e-envelope as per 12.1 & 12.2 (On-Line & Off Line) above, shall summarily be rejected. For such bids, second e-envelope containing financial bid will not be opened .
- 13.7 EOI will not be accepted / received after expiry date & time.

14 List of documents to be submitted along with EOI for eligibility Criteria

- 14.1 Application form as per Annexure-A and EOI Applicant's Profile.
- 14.2 Copy of experience certificate /certificates.

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The Bidder should have completed similar works of value at least 35% of the estimated cost in any one financial year/ cumulatively of the last five financial years i.e. 2013-14 , 2014-15 ,2015-16, 2016-17 & 2017-18 / 2018-19
Similar Works:- providing similar services (upkeep and maintenance of Telecom Infrastructure) to BSNL/MTNL/DOT/Central Govt/State Govt/ PSUs.) Experience certificate in this regard should be issued by officer not below the rank of DGM /STS level in case of BSNL/MTNL/DOT Central Govt/State Govt and manager level or equivalent in case of PSUs.

14.3 Copy of the Turnover Certificate-the average annual financial turnover of the company/ contractor should be at least 30% of the estimated cost, to be issued / certified by a Chartered Accountant or auditor or Date wise payment received certificate from concerned officer not less than Junior administrative Grade or Equivalent grade of respective Department for the last five consecutive financial years.

14.4 Copy of Solvency Certificate for works costing more than 40% of the estimated cost. The amount of solvency should be more than 40% of the estimated cost. The solvency certificate should be from any Nationalized / Scheduled bank in India guaranteed by RBI. **The solvency certificate should not be older than twelve (12) months from the date of NIT.**

14.5 DD /FDR against EMD as per amount in DNIT and DD /FDR against the Tender/ EOI Document fee (as per amount in DNIT should be issued by any Nationalized / Scheduled bank in India guaranteed by RBI , drawn in favour of **'The Account officer (Cash), BSNL, O/o GMT/TDMD, Parbhani'**. The Tender/ EOI Document fees can also be paid at Cash Counters of MAIN TE Building-Parbhani during cash counter hours on all working days. Accordingly Original Cash Receipts/DDs/FDR are to be enclosed in the envelope containing off line documents and their scanned copies to be enclosed in the e-envelope containing On Line documents

14.6 Declaration regarding no close relative working in BSNL as per Annexure-C and Declaration regarding Blacklisting as per Annexure- E both duly notarized.

14.7 Copies of GST registration and Registration of the firm/shop act

14.8 Copy of PAN card.

14.9 Copies of EPF and ESI Registration certificates if applicable.

14.10 Certificates regarding downloading of EOI document from website Annexure-F and regarding financial BID/BOQ for quoting rates as per Annexure-G

14.11 Copy of IT return submitted for the financial yr. 2017-18 / 2018-19.

14.12 Undertaking regarding payment insulation as per Annexure-VII

14.13 Self Attested copy of certificate of incorporation wherever applicable.

14.14. Copy of Article of Memorandum of Association or partnership deed as the case may be wherever required.

14.15 Copy of Professional Tax registration Certificate if applicable.

14.16. Signed copy of Power of Attorney should be submitted in original / attested in case a person signing a bid other than the bidder only.

14.17 Copy of Labour Licence (Central), if not should be submitted within 30 days after awarding the work to the bidder, the form V will be given by BSNL

14.18 Self attested copy of certificate of valid registration for NSIC/MSME if applicable.

14.19 Letter for authorization for attending Bid (Techno-commercial /financial) opening.

Note- All the original documents will be verified before awarding the work.

-All proforma should be filled properly with name & signature preferably in blue ink with seal .

**- Non compliance / submission of above documents, tender is liable for rejection straightway.
No further correspondence will be entertained in this matter.**

-The document at 14.19 should be submitted by hand to the TOC at the time of tender opening .

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- Whole EOI /Tender Document(1-56), corrigendums, addenda etc. duly filled & signed by blue ink with seal and all the required original documents are to be submitted wherever required only by the finally successful bidder /bidders at the time of agreement..

15 Evaluation Criterion

- 15.1 The contractor has to quote rates for services provided, considering all the statutory requirement of EOI.
- 15.2 In case of e-tendering, if any of the documents, required to be submitted along with the techno-commercial bid , is found wanting ,the offer is liable to be rejected at that stage. However , the Service receiver at its discretion may call for any clarification regarding the document. The Service receiver at its discretion may also ask for the submission of any additional /missing document(s) within a stipulated time period . In such case(s), the bidder shall have to comply the Service receiver's requirement within the specified time. In case of non-compliance to such queries , the bid will be out rightly rejected without entertaining further correspondence in this regard.
- 15.3 BSNL will consider issue of Letter of Intent (LOI) to the lowest (L-1) amongst those who meets the eligibility requirements as mentioned in Clause 14 (Eligibility Criteria) and agreeable to all terms and conditions of the tender. The bidder shall within 10 days of issue of LOI give its acceptance and furnishes the Performance Bank Guarantee as mentioned in clause 5 (Financial Requirement) and sign the contract with BSNL. The signing of contract shall constitute the award of the contract on bidder.
- 15.4 If the rate quoted by the more than one bidders are found same, then the bidder having more experience in amount as per eligibility criteria during the mentioned period will be considered as L-1.
If the rate , the experience in amount as per eligibility criteria during the mentioned period of more than one bidders are found same , then the work will be distributed equally among the bidders at tie.
- 16 After awarding of the contract, BSNL reserves the right to add/delete sites where the services are required. It also reserves the right to increase/decrease the number of shifts where the services are required.

17 **Billing & Payment Terms:**

- 17.1 The work order will be given by the concern DE.
- 17.2 The bill(s) can be submitted, to the concerned DE, before the **5th of next month.**
- 17.3 The contractor will be responsible to submit the bills prepared, accurately & in time by observing all the formalities.
- 17.4 The bills are submitted in triplicate all copies being signed by the contractor and may be marked as original, duplicate & triplicate respectively.
- 17.5 Receipt for payment on account of work, when executed by the firm, must be signed by all the partners, except where the contractors are described in their tender as a firm, in which case, the receipt must be signed in the name of the firm by one of the partner, or by some other persons having authority to give effectual receipts for the firm.
- 17.6 Copy of work order must be attached to the bill.
- 17.7 Bills submitted by the contractors will be normally be settled within 45 days or as per BSNLs latest rules ,regulations from the date of their submission of bills duly certified by competent authority / consignee that the units supplied by the tenderer are supplied satisfactorily, subject to availability of funds.
- 17.8 After completion of all the formalities , the bills will be submitted to the AO(W)-Parbhani for checking and payment process. For each bill it will be the responsibility of the concerned DE to check whether the contractor has fulfill all the statutory fulfillments in respect of labour laws and whether the contractor has made all contributions i.e. EPF, **ESIC if applicable** and wages to the EOI person deployed according to the minimum wages act, EPF act & ESI act and through A/C payee cheques/NEFT /cash if inevitable in presence of the BSNL officer in charge.

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- 17.9 A sheets as per Annexures- IV, V, VI as per requirement duly filled by the contractor should be submitted along with the bill, proofs of payment, EPF & ESI contribution, attendance sheet from the contractor of deployed EOI persons maintained by the contractor.
- 17.10 BSNL will make payment (excluding GST) to supplier only after the invoice is uploaded by supplier in GST outward return i.e. GSTR 1 and it is to be ensured that balance GST amount is paid within 180 days from the date of invoice to comply condition of input tax credit.
- 17.11 Paid copy of EPF Challan for preceding month along with (i) Monthly Employee wise Amount of EPF contribution (Both employers & employees contribution) for the duration of engagement in question, paid to the EPF Authorities and (ii) a declaration from the contractor regarding compliance of the conditions of EPF Act 1952 .
- 17.12 Proof of payment of GST paid to the Government Department shall be produced as & when demanded by BSNL Parbhani. The contractor shall make wage payment latest by 7th of every month to his employees irrespective of payment from BSNL. The same will be checked by the bill passing authority & the bill will be passed by the bill passing authority only if the contractor complies with the terms & conditions of EPF Act 1952 & other labour legislations
- 17.13 Subject to provisions of contract labour (R & A) Act 1970 and contract labour Rules 1971 as amended time to time, contractor shall register himself after receipt of letter of acceptance of the tender with concerned licensing authority as per contract labour (R & A) Act 1970 and contract labour rules 1971 as amended from time to time as applicable, and shall commence the actual work only after receipt of license from concerned licensing authority and continue to have valid license until completion of work as applicable.
- 17.14 The contractor will himself be responsible for all the statutory obligations of the Labour Law, & other Govt. Acts etc. BSNL, Parbhani will not be responsible for any violation of the labour laws by the contractor. He shall maintain the register/ records regarding statutory obligations of the labour laws and produce the same to the BSNL, Parbhani Authority or engineer I/C on demand. Any violation in this regard will be the responsibility of the contractor at his own cost & risk.

18. Arbitration

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

Where parties are unable to settle the disputes through conciliation, the same shall be referred to the authority in BSNL (CMD/CGM/GMT/TDMD, as the case may be) for referral of such disputes to a sole arbitrator(chosen from the name(s) provided by BSNL), to be mutually decided by the parties, as per the provisions of the Arbitration and Conciliation Act, 1996, any amendment thereof , and any notification issued or rules made there under from time to time.

The venue of the arbitration proceeding shall be new Delhi / or Circle/SSA HQ(as the case may be).

There will be no objection to any such appointment that the arbitrator is Govt. servant, he has to deal with the matter to which the agreement relates or that in the course of his duties as Government servant he has expressed views, on all or any of the matters under dispute. The award of the arbitrator shall be final and binding on the parties. In the event of such arbitrator to whom the matter is originally referred, being transferred or vacating his office or being unable to act for any reason whatsoever, such CGM or the said officer shall appoint another person as per above procedure to act as arbitrator in accordance with the terms of the agreement and the person so appointed shall be entitled to proceed with reference from the stage at which it was left out by his predecessors.

The arbitrator may from time to time with the consent of the parties enlarge the time for making and publishing the award. Subject to the aforesaid The Arbitration and Reconciliation Act, 1996 and the rules made

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there under, any modification thereof for time being in force, shall be deemed to apply to the arbitration proceedings under this clause. The venue of the arbitration proceedings shall be new Delhi / or Circle/SSA HQ(as the case may be.

Upon & every & any reference as aforesaid the assessment of costs of incidental expenses in the proceeding for the award shall be in the jurisdiction of the arbitrator.

The following procedure shall be followed:

In case parties are unable to reach a settlement by themselves, the dispute should be submitted or arbitration in accordance with contract agreement.

There should not be a joint submission with the contractor to the sole Arbitrator.

Each party should submit its own claim severally and may oppose the claim put forward by the other party. The onus of establishing his claims will be left to the contractor.

Once a claim has been included in the submission by the contractor, a reiteration or modification thereof will be opposed.

The "points of defence" will be based on actual conditions of the contract.

The Arbitrator shall not entertain claims in the nature of ex-gratia payments, as these are not contractual. The question whether these conditions are equitable shall not receive any consideration in the preparation of "points of defence".

If the contractor includes such claims in his submission, the fact that they are not contractual will be prominently placed before the Arbitrator.

The award of the sole Arbitrator shall be final and binding on all the parties to the dispute.

An Arbitration for section aside an Arbitral Award can be made before the court by the party within 3 months of receipt of Award by him.

19. Force Majeure:

19.1 If at any time, during the currency of this contract, the performance, in whole or in part, of any obligation(s) by either party under this contract shall be prevented or delayed by reason(s) of war, hostility, acts of the public enemy, civil disturbance, sabotage, fire, floods, explosions, epidemics, quarantine restrictions, strikes, lockout or act of God (Herein after referred to as events), provided notice of happenings, of any such event is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason(s) of such event be entitled to terminate this contract nor shall either party have any such claim for damages against the other in respect of such non performance or delay in performance and deliveries under the contract shall be resumed as soon as practicable after such event(s) may come to an end or cease to exist and the decision of the Service receiver as to whether the deliveries have been so resumed or not shall be final and conclusive, provided further that if the performance in whole or part of any obligation(s) under the contract is prevented or delayed by reason(s) of any such event for a period exceeding 60 days, either party may, at its discretion terminate the contract. The decision of BSNL, Parbhani as to whether an event justify invocation of force measure shall be final & conclusive.

19.2 Provided also that if the contract is terminated under this clause, the Service receiver shall be at liberty to take over from the supplier, at a prices to be fixed by the Service receiver, & which shall be final, all the unused, undamaged & acceptable goods, bought out components & stores in course of manufacture in the possession of the supplier at the time of such termination or such portion(s) thereof as the Service receiver may deem fit excepting such materials bought out components and stores as the supplier may with the concurrence of the Service receiver elect to retain.

20. Termination for Default.

20.1 The Service receiver by a written notice of 10 days, of default, may, without prejudice to any other remedy for breach of contract, terminate the contract in whole or in part as the case may be.

20.2 If the supplier fails to deliver any or all of the goods/services within the time period(s) **specified in the**

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contract, or any extension thereof granted by the Service receiver.

- 20.3 If the supplier fails to perform any other obligation(s) under the contract; and
- 20.4 If the supplier, does not remedy his failure(s) within a period of specified by Service receiver, after the receipt of the default notice.
- 20.5 In the event of the termination of the contract in whole or in part, the Service receiver may procure from open market, upon such terms and in such manner as it deems appropriate, goods similar to those undelivered & the supplier shall be liable for payment of such excess cost for such similar goods. he supplier shall, however, continue to perform the contract to the extent not terminated.
- 20.6 On the happening of any of the above circumstances, the Service receiver, without prejudice to its other rights under the law of the contract, may purchase the balance quantity of the goods / services at the risk & cost of supplier & book to him for the payment thereof & shall also claim a set-off of any dues payable under the contract to the supplier against his dues under the contract or any previous contract.

21 Termination For Insolvency:

The Service receiver may at any time terminate the contract by a written notice to supplier, without compensation, if the supplier becomes bankrupt or otherwise insolvent as declared by competent court, provided that such termination shall not prejudice or affect any right of action or remedy which had accrued or will accrue thereafter to the Service receiver.

22 Rejection of Tender -

The tender will also be rejected if:-

- a) The corrections are not initiated.
- b) The tender form is not properly fill up, signed and sealed.
- c) The rates not quoted in words. The bidder is required to quote the rates in words and figures. (If there is difference between rates quoted in words and figures the rates quoted in words will be taken as correct.)
- d) DD /pay Order of EMD/EOI Cost as prescribed is not enclosed.

23 Period of validity of bids:

- 23.1 The bid shall remain valid for **180 days** after the **date of opening** of bid(s), a bid valid for a shorter period shall be rejected as a non-responsive bid.

**Asstt. General Manager (Admin)
O/o Telecom District Manager
BSNL Parbhani-431 401.
Tel. No. 02452-227800,
Fax : 02452-224900**

e-Tender EOI Application Form to be submitted Off Line & On Line

**Application for EOI for upkeep of Telecom Infrastructures on Job Basis in Parbhani & Hingoli
District of Parbhani SSA**

Name of work applied for:-

Name of the Contactor:

Address for correspondence:

I, _____, authorized signatory of the contractor

M/s _____, certify that I have read the EOI/Tender document **(1 to 56)** and corrigendums/addenda (if any) thoroughly and fully agree and comply with all the clauses and sub-clauses of the EOI / tender available with EOI.

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

Dated _____ at _____.

Note: Only successful bidder/bidders shall submit the whole e-Tender EOI document along with its corrigendum's /addenda duly filled signed (with blue ink pen) with seal where ever required at the time of agreement.

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Bidders' PROFILE

Self attested
Passport size
photograph
of the EOI
Applicant /
authorised
signatory

General:

- 1. Name of the EOI applicant / firm.....
- 2. Name of the person submitting the tender whose Photograph is affixed

Shri/Smt.....

(In case of Proprietary/ Partnership firms, the e-EOI has to be signed by Proprietor / Partner only, as the case may be)

- 3. Address of the firm
.....
- 4. E-Mail Address.....
- 5. Tele. No. (with STD code) (0)..... [R].....
(FAX)..... (M).....

6. Registration & incorporation particulars of the firm :

- i) Proprietorship
- ii) Partnership
- iii) Private Limited
- iv) Public Limited

(Please attach attested copies of documents of registration/ incorporation of your firm with the competent authority as required by business law).

- 7. Name of Proprietor / Partners / Directors.....
- 8. Applicant's bank Name and his account number

10. Permanent Income Tax number, Income Tax circle.....
(Please attach a copy of latest income tax return for the financial year 2015-16 / 2016-17).

- 11. Goods & Service Tax (GST) Registration No.
- 12. EPF Registration No.
- 13. ESIC Registration No.

14. Professional Tax Registration No. if applicable EC: RC:

15. ERP Vendor Number in BSNL if available

16. Details of Technical and supervisory Staff:

I/We hereby declare that the information furnished above is true and correct.

Place :

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Date:

Signature of EOI Applicant / Authorized signatory.....

Name of the EOI applicant

Seal & Signature of the tenderer

Annexure – B

FORMAT OF THE PERFORMANCE BANK GUARANTEE

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

Re: Bank Guarantee in respect of LOI dated _____ between Bharat Sanchar Nigam Limited and M/s _____

_____, having its Registered Office at _____ (hereinafter called CONTRACTOR) has entered into an agreement dated _____ (hereinafter referred to as “the said agreement”) with M/s Bharat Sanchar Nigam Limited (BSNL in short) (A Government of India Enterprise) with Corporate office at Harish Chandra Mathur Lane, Janpath, New Delhi - 110 001 and having Telecom Circle office at Mumbai _____ through CGMT/TDM Maharashtra Circle Mumbai whereby BSNL has agreed to appoint CONTRACTORS for providing BSNL services on the terms and conditions exclusively mentioned therein for the circle _____).

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

1. We, _____ (hereinafter called “the Bank”) do hereby undertake and assure to the BSNL that if in the opinion of the BSNL, the CONTRACTOR has in any way failed to observe or perform the terms and conditions of the said agreement or has committed any breach of its obligations there-under, the Bank shall on demand and without any objection or demur pay to the BSNL the said sum of Rs. ___/- (Rs. ___ only) or such lesser amount as BSNL may demand without requiring BSNL to have recourse to any legal remedy that may be available to it, compel the Bank to pay the same.

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

3. We, the Bank further agree that the guarantee shall come into force from the date hereof and shall remain in full force and effect for the period of thirty months from the date of commencement of the agreement or the term of this guarantee whichever is later. But if the period of the said agreement is extended either pursuant to the provisions in the said Agreement or by mutual agreement between the CONTRACTOR and the BSNL, the Bank shall automatically renew the period of the Guarantee for such period which expires 6 (six) months after the renewed period of the said agreement failing which it shall pay to the BSNL the said sum of Rs. /-----(Rs. _ only)

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without BSNL demanding the payment of the above sum.

4. The Bank further agrees that the BSNL shall have the fullest liberty without the consent of the Bank and without affecting in any way the obligations hereunder to vary any of the terms and conditions of the said agreement or to extend the time for performance of the said agreement from any of the powers exercisable by BSNL against the CONTRACTOR and to forbear to enforce any of the terms and conditions relating to the said agreement and the Bank shall not be relieved from its liability by reason of such failure or extension being granted to CONTRACTOR or through any forbearance, act or omission on the part of BSNL or any indulgence by BSNL to CONTRACTOR or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of relieving or discharging the guarantor.

5. The Bank further agrees that in case this Guarantee is required for a larger period and it is not extended by the Bank beyond the period specified above in Clause 3, the Bank shall pay to BSNL without BSNL having to demand the payment of the said sum of Rs. _____/- (Rs. _____ only) on the last day on which the Bank Guarantee is due to expire.

6. Notwithstanding anything herein contained;

The liability of the Bank under this guarantee is restricted to Rs. _____/- (Rs. _____ only) and it will remain in force for a period of 3 years i.e. up to _____.

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

7. The Bank guarantees under its constitutional power to give this guarantee and who have signed it on behalf of the Bank have authority to do so.

(Authorized Signature of the Bank Official)

Power of Attorney General:

Dated: at

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Annexure - C

Declaration regarding no near relatives working in BSNL/MTNL/DOT.

I/We: _____

1. That I or any of my partner am/is neither working in any capacity in GMT/TDM PARBHANI Telecom District or anywhere in the BSNL/MTNL/DOT, Mumbai/New Delhi nor am/is removed/dissmised from service of BSNL/MTNL/DOT.
- 2 . That none of my near relatives are working in any capacity in GMT/TDM PARBHANI or anywhere in the BSNL/DOT/MTNL, Mumbai/New Delhi nor am/is removed dismissed from service of BSNL /MTNL / DOT.
3. The details of my near relatives working in BSNL/MTNL/DOT are as under:-

Sr. No	Name and Address	Capacity in which Working	Office in which working

4. That in case of change of partners or change in constitution of the firm, I shall abide by the conditions of the contract and shall being any change to the Knowledge of the GMT/TDM, PARBHANI immediately.
5.
 - i) That I / We shall intimate the names of persons working in BSNL/MTNL/DOT related to our employees who are working with me/us in any capacity or are Subsequently employed by me/us.
 - ii) That none of my employees is a removed/dissmised employee or either any unit of BSNL/MTNL/DOT.
6. That I/We am/are aware that any breach of the conditions would render the contract is liable for termination along with cancellation of any other existing Contracts and forfeiting or my/our Earnest Money Deposit/Security Deposit held by the GMT/TDM-PARBHANI.

If at any time, it is found that the information given in the above appendix is correct/incomplete, the contract is liable to be terminated without assigning any Reason and the Security Deposit shall be forfeited and legal actions shall be initiated without any prejudice i.e. to the rights of the BSNL to debar the firm from entering in to future Contracts.

Place:

Signature _____

Date:

Name _____

Capacity in which he is signing.

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Seal of the Company
to be affixed

NOTE–The term “relatives” means wife/husband/parents and grand parents/children/grand children/brother sister/uncles/aunties/cousins .

Annexure – D

SCOPE OF WORK

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

1. Running/Cleaning of E/A Set.
2. Refueling of diesel in DG sets. Starting/stopping of the DG set in case of power failure and auto start up failure and making entries in the log book as & when required.
3. Switching on and switching off of ACs.
4. Cleaning of power plant, DG battery, fire fighting equipment, other equipment at site
- 5 . Ensuring that the property of BSNL is not tampered with; Custodianship of site with control of Keys will be provided to the contractor during the time of infrastructure maintenance. Movement of any material from the site is to be allowed only with a written permission of site in charge during his presence in permission.
6. Restricting access to the site for un-authorized persons and opening & closing of gate.
7. Keeping exchange/office premises in hygienic conditions.
8. Watch & Ward telecom installation, exchange, office premises etc.
- 9.To inform the BSNL officer in charge Exchange/ BTS about any alarm/ fault message received immediately.
10. To help in testing of fire alarm, firefighting equipment , Exchange/BTS mtcc , different faults in network etc when required to upkeep it and as per instructions by officer incharge
11. Running water pump (if any) as and when required.
12. Watering the plants and cutting it (if any) as and when required.
13. Answering of telephone, noting of complaints and passing information immediately to specified competent authority.
14. Any other works that may be related to proper up keep of the telecom services ; as decided by site In charge including annexure-K.

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15. After & before of the shift hours, the bidder shall be responsible for extending support for operation of vital equipments if situation to warrants.

The above services are to be provided in Parbhani & Hingoli District sites are given below-
Parbhani Telephone Bhavan & Shaniwar Bazar, Hingoli Telephone Bhavan & Old Telephone Exchange, Telephone Exchange Basmath, Kalamnuri, Jintur, Gangakhed, Pathri, Sailu, Manwath & Area for the Rural Exchanges, CSC, Store & BTS & groups and anywhere as per instruction from GMT/TDM, Parbhani/his representative.

Upkeep of Telecom Infrastructures on job basis in **Parbhani & Hingoli District of Parbhani SSA**

SN	Name of Job	Job Units per person per shift per month
1	<ul style="list-style-type: none"> - Running/Cleaning of E/A Set. - Starting/ stopping of the DG set in case of power failure and auto start up failure and making entries in the log book as & when required. - Switching on and switching off of ACs. - Cleaning of power plant, DG battery, fire-fighting equipment, other equipment at site - Ensuring that the property of BSNL is not tampered with; Custodianship of site with control of Keys will be provided to the contractor during the time of infrastructure maintenance. Movement of any material from the site is to be allowed only with a written permission of site in charge during his presence in permission. - Restricting to access to the site for un authorized persons and opening and closing of gates of exchanges / tower / BTS premises and safety of assets / infrastructure in the BSNL premises. - Keeping exchange/office premises in hygienic conditions. 	<p>28/29/30/31 per person</p> <p>per shift per Month (as per number of days in</p>

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<ul style="list-style-type: none"> - Watch & ward telecom installation, exchange, office premises etc - To inform the BSNL officer in charge Exchange/ BTS about any alarm/ fault message received immediately. - To help in testing of fire alarm, fire- fighting equipment etc when desired by officer in charge - Running water pump (if any) as and when required. - Watering the plants and cutting it (if any) as and when required. - Any other works that may be incidental and related to proper up keep of the telecom site; as decided by site In charge including annexure-K. - To attend the customer in case of remote / unmanned exchange 	<p>that particular Month)</p>
---	--------------------------------

1. The work can also be given on hourly basis for the whole month or on part basis or part of the month.

e.g. The work allotted for one hour for 1 day will be charged as 1/8 job unit.

2. EOI can be engaged to upkeep group of Exchanges/BTS

Note: - 01) Unit shown are as hypothesis basis but at time of work order it will be given as per actual requirement & needing terms and conditions of tender.

02) Work only will be carried out on job basis.

03) Units shown are only for finalizing tender but will be allotted as per actual requirement in the section.

04) One job unit means the work carried out by one person for 8 hours.

Note:-

1. The Service timings of shifts can be modified if needed, by SSA head /concerned officer I/C depending upon local condition. I hereby agree to provide services at all the above sites and have accordingly quoted the rates of all in the Financial Bid in Annexure F.
2. Services are required for all days of the month (i.e. for all 30days/31days/28 or 29 days of respective calendar month)
3. As per provisions of the labour act/minimum wages act bidder has to give paid weekly off to the manpower deployed by him.
4. Bidder has to deploy separate manpower at the locations shifts which are becoming unmanned due to weekly off, holidays and no separate extra payment will be made to the bidder on this account .
5. Scheduled rate given is the approximate minimum expenditure required per persons per shift per month. The bidder will have incur additional expenditure for managing the services in addition to his own profit margin. The bidder will not quote the rate below the scheduled rate. In case bidder quotes the rate below prescribed

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scheduled rate his bid will be rejected outright. Present Scheduled rate has been worked out on rate applicable w. e. f. **01/04/2019** as per F No.1/8(3)/2019-LS-II Dated 27/03/2019 from Chief Labour Commissioner(Central), New Delhi regarding Revised rates of minimum wages for the employees engaged in "EOI " for area 'C'(BA+ VDA=Rs.390 per day.

6. As per the rates quoted, Bidder has to carry out all the jobs (**01 To 15**) mentioned in scope of work (Annexure-D) including any other work allotted by controlling officer.
7. In case during the period of tender EOI the rates of manpower/worker are increased by labour authority the bidder has to pay to worker at increased rate.

The minimum wages rates are applicable from time to time. At each revision of minimum wages, the estimated cost will also be increased proportionately.

**Asstt. General Manager (Admin)
O/o Telecom District Manager
BSNL Parbhani-431 401
Tel. No. 02452-227800,
Fax : 02452-224900**

Annexure–E

Declaration regarding Non-blacklisting/Debaring from taking part in Govt.EOI by BSNL/MTNL/DOT.Dept./PSU.

I/We _____ Proprietor/partner(s)/Director(s) of M/s _Hereby

declare that the Firm/Company namely M/s _____

has not been blacklisted or debarred in the past by BSNL/ MTNL/ DOT/ GOVT. Dept/ PSU or any Government or Semi-Government organization from taking part in Government EOI.

* Was blacklisted or debarred by

From taking part in Government EOI for a period of _____ years with effect

from _____ The period is over on _____ and now the firm/company is

entitled to take part in Government EOI.

In case the above information found false I/We are fully aware that the EOI/contract will be rejected/cancelled by PARBHANI Telecom and EMD/SD shall be forfeited.

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In addition to the above PARBHANI Telecom will not be responsible to pay the bills for any completed/partly- completed work.

Signature _____
Name _____
Capacity in which assigned _____
Name and address of the Firm _____

Seal of the firm should be
Affixed

* strike out whichever is not applicable.

Annexure- F

Certificate for downloading of EOI document from Website.

I..... (Authorized signatory) hereby declare that the e-Tender EOI document Submitted has been downloaded from the website "http://www.maharashtra.bsnl.co.in and CPPP <https://www.eprocure.gov.in>" and no addition / deletion / correction has been made in the proforma downloaded. I also declare that I have enclosed a DD /FDR/receipt of cash for Rs.....towards fees of EOI document and DD/FDR for Rs..... towards the EMD as per clause **14.5** of Annexure-I in off Line submission and their scanned copies in ON Line submission.

Place:..... Signature of EOI applicant / authorized person Date_____

Signatory.....

Name and Seal of the EOI applicant.

Annexure – G

Certificate regarding quoting rates for financial BID (BOQ)

Name of the Contractor :

Address for correspondence :

I, _____, authorized signatory of the contractor

M/s _____, certify that I have quoted rates in the financial BID (Annexure-J) for the Parbhani SSA

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

Dated _____ at _____.

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PROFORMA FOR AGREEMENT

ANNEXURE -II

THIS AGREEMENT IS EXECUTED ON the _____ Day of the Month _____ of the Year 2019
By and in Between BSNL Parbhani (A Govt. of India Enterprises) a company incorporated under the companies act 1956 vide incorporation certificate no.55-107739 having its registered office at **Bharat Sanchar Bhavan, Harish Chandra Mathur Lane, Janpath, New Delhi-110 001** (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 **The Telecom District Manager, BSNL-Parbhani** 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 Parbhani (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.

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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 upkeep of Telecom Infrastructures on job basis in Parbhani & Hingoli District of BSNL Parbhani SSA (Recall 4th) and other services which are as given in Annexure D & E (Scope of work to be defined exhaustively) on the terms and conditions herein contained and the rates approved by the party of first part BSNL, Parbhani

Whereas the party of second part has been duly accepted and necessary security deposits have been furnished in accordance with the EOI document vide **T-13/GMT/TDM PRB/EOI-Infra-Mntc/PRB SSA/2017-18/ 1 Dated at Parbhani 15/02/2017 (Recall 4th)** 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 EOIs, 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;

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The Party of first Part and the Party of Second Part

2.2.1 Party of First Part means Head BSNL, Parbhani

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

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

2.3 Expression of interest. (EOI)

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

3 ARTICLE 3: PARTY OF FIRST PART PERMISSIONS

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

3.1 Use of premises

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

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

3.2 **Disclaimer**

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

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

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

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

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

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

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

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

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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 labor and employment law rules and regulation and prepare an 'employment manual' to this effect within a reasonable time period taking care of all the laws, effective on that date and present a original copy for submission to the relevant authorities.

4.5 Scope of selection procedure, interview and training;

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

4.6 Reports and feed back

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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 Parbhani 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 Parbhani 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 Parbhani 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.

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- 4.12 The Party of second part shall at his own cost and initiative take out and maintain at all times until the completion of the contract/lease period, insurance policies in respect of workmen engaged by him for providing services under this contract, in order to keep himself as well as BSNL/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.
- 4.13 **Communication of the problems;**
Any problem that may arise while executing this agreement must be communicated by the parties in writing by fax/e-mail/registered post immediate by the parties, respectively to their corporate head offices and any other Addresses provided by the parties.
- 4.14 Maintenance of records**
- 4.14.1 The Party of Second Part shall maintain a true and accurate record of all the cost of material, salaries and direct operating expenses related to the expenses and other incidental activities.
- 4.14.2 The Party of Second Part shall submit audited profit and loss account and balance sheets of its business to the competent authorities to the preceding financial year of operation within 30 days from the end of financial year and the Party of Second Part in compliance may seek assistances of party of first part to this effect.
- 4.14.3 The Party of Second Part shall maintain any other record to ensure the interest of party of first part from time to time.
- 4.14.4 The Party of Second Part shall maintain any other record to ensure the compliance of guidelines from time to time.
- 4.15 Execution of non-core activities;**
- 4.15.1 The Party of Second Part agrees to spend a reasonably adequate amount as per the requirement, proper functioning, for the Execution of non-core activities.
- 4.15.2 The Party of First Part agrees to work in tandem with the Party of second Part for Execution of non-core activities.
- 4.15.3 The Party of Second Part agrees that the activity at ground level shall be the sole responsibility of the Party of Second Part
- 4.16 Securities;**
- 4.16.1 The Party of Second Part undertakes to abide by the rules and regulation as decided by the parties for the physical protection of information, infrastructure and other related things.
- 4.17 Code of conduct**
Party of Second Part undertakes to ensure that the all staff and employee adhere to the standard code of conduct followed by the industry and to ensure this the party of second part appoints suitable and responsible person to supervise the proper implementation of such code, revised and amended up to date.
- 4.18 Membership, affiliations;**
The Party of Second Part shall 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.

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4.19 Additional activities

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

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

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

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

5 Article 5: CONSIDERATIONS

5.1 Monthly fee

5.1.1 The Party of First Part shall pay to the Party of second Part an amount as per **Annexure-VIII per EOI person per shift per month + _____*(Lump sum rate per EOI person per shift per month in Rs.).** 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.
***(The Lump sum rate per EOI person per shift per month in Rs. quoted in BOQ will be fixed throughout the tender period.)**

5.1.2 The monthly fee shall not be increased under any circumstances what so ever by the party of second part. **The minimum wages rates are applicable from time to time as per ALC (Central) as per tender clause.** At each revision of minimum wages, the estimated cost will also be increased proportionately.

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.

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7 Article 7: DISBURSEMENT TO PARTY OF FIRST PART

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

8 Article 8: LIMITATION OF AGREEMENT

8.1 Trademarks, trade names and trade secrets

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

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

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

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

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

8.2 No 'Agency'

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

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

9 Article 9: INSURANCE

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

10 Article 10: TENURE AND RENEWAL OF THE AGREEMENT

10.1 Tenure

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

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- 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 EOI (in case applicable).
 - (f) Failure to execute the Contract in terms of the Form of Contract forming part of the EOI 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 GMT/TDM(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

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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 against the Party of first Part in respect of such claim or claims.

13 Article 13: DIRECT SUPERVISION

Both Parties agrees that in the event of Non-compliance of any clause due from the Parties Or For any other reason as may be mentioned in the agreement or against the law of this land, Both the Parties may in their discretion, act any or the entire procedure in following manner:

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

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shall handover the operation to the arbitrator.

14 Article 14: DEFAULTS

- 14.1 The occurrence of the following events / acts shall constitute good and sufficient cause for the Party of First Part at its options and without prejudice to any other rights or remedies provided for hereunder or by law or equity to redressal of the issues, this agreement without any compensation by notice in writing to the Party of Second Part, such notice to redressal of the issues at such date as the Party of First Part in their discretion determine and cancel the contract.
- 14.1.1 In case of appointment of Sub- 'Agency' by Party of Second Part, in contravention of the spirit and intention of the MOU, it excludes the agencies appointed to carry out delegated works and tasks.
- 14.1.2 Using the recourses dedicated under this agreement for the purpose outside the purview of this agreement.
- 14.1.3 In case any of the condition and requirements mentioned in the expression of interest (EOI) application given to the party of the first part by the party of the second part is found to be misleading, false and incorrect, the party of the first part reserves the right to cancel the agreement at any time.
- 14.2 In case of the following non-performance by the party of the second part the penalty enumerated therein will be imposed by the party of the first part.
- 14.2.1 The party of the second part shall be responsible for calling the concerned officer In-charge at the work site (i.e. Telephone Exchange, BTS etc.) at the time of starting as well as end of duty. If at any of time the party of the second part fails to do so, 5% of the monthly contract amount will be deducted from the payment of the party of the second part for every such instance of such negligence on their part.
- 14.2.2 The party of the first part also reserves the right to monitor the provisions of services at the work site at any time through visit to the site. In case the party of the second part is not found at the time of the duty, 10% of the monthly contract amount will be deducted from their payment for every such instance of such negligence on the part of the party of the second part.

15 Article 15: EFFECT OF REDRAFTING/RE-EXECUTION

- 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.

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16.2 Entire agreement

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

16.3 Non-waiver

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

16.4 Governing laws

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

16.5 Applicable laws

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

16.6 Severability

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

16.7 Registration

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

16.8 Notices

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

1.

2.

3.

Of party of second part

1.

2.

3.

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

Also at,

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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 quake or other unforeseen forces of the nature or act of god or due to any restrained or regulation or change in the statute, policy of the state or central govt. like expropriation or compulsory acquisition, exercise of the central and / or state got executive prerogative and court stay order.

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

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

17 Article 17: Arbitration and jurisdiction

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

Where parties are unable to settle the disputes through conciliation, the same shall be referred to the authority in BSNL (CMD/CGM/GMT/TDMD, as the case may be) for referral of such disputes to a sole arbitrator (chosen from the name(s) provided by BSNL), to be mutually decided by the parties, as per the provisions of the Arbitration and Conciliation Act, 1996, any amendment thereof, and any notification issued or rules made there under from time to time.

The venue of the arbitration proceeding shall be new Delhi / or Circle/SSA HQ(as the case may be)

There will be no objection to any such appointment that the arbitrator is Govt. servant, he has to deal with the matter to which the agreement relates or that in the course of his duties as Government servant he has expressed views, on all or any of the matters under dispute. The award of the arbitrator shall be final and binding on the parties. In the event of such arbitrator to whom the matter is originally referred, being transferred or vacating his office or being unable to act for any reason whatsoever, such Chief Telecom District Manager, Maharashtra Circle, Mumbai or the said officer shall appoint another person to act as arbitrator in accordance with the terms of the agreement and the person so appointed shall be entitled to proceed with reference 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 the parties enlarge the time for making and publishing the award. Subject to the aforesaid The Arbitration and Reconciliation Act, 1996 and the rules made there under, any modification thereof for time being in force, shall be deemed to apply to the arbitration proceedings under this clause. The venue of the arbitration proceedings shall be decided by the arbitrator. Upon every & any reference as aforesaid the assessment of costs of incidental expenses in the proceeding for the award shall be in the jurisdiction of the arbitrator.

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

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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.

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, Arbitrator 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 party of Second part will abide by all the rules, terms & conditions of the tender/EOI document.

17.4 This agreement remains valid till the validity of the tender/EOI .

17.5 The venue of the arbitration proceeding shall be at such places as the arbitrator may decide. This agreement consisting **17** 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 _____2019 at **Parbhani**

Agreed and accepted.

Signatures of Witnesses of parties are;

BY Party of first part

Party of second part

Through authorized signatory

Through authorized signatory

Shri.

Shri.

Witnesses;

Witnesses;

1.

1.

2.

2.

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E-TENDERING INSTRUCTIONS TO BIDDERS

A; Note :-**The instructions given below are for NIC's e-tender portal and for e-tenders invited by GMT/TDM, BSNL, Parbhani only.**

General

These Special Instructions (for e-Tendering) supplement 'Instruction to Bidders', as mentioned in tender document. Submission of Bids only through online process is mandatory for this Tender. For conducting electronic tendering, BSNL Parbhani has decided to use the portal <http://www.eprocure.gov.in> through Central Public Procurement Portal of NIC, (Govt. of India) New Delhi.

1. Tender Bidding Methodology:

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

The Techno-commercial & Financial bids shall be submitted online by the bidder at the same time.

2. Broad outline of activities from Bidders prospective:

1. Procure a Digital Signing Certificate (DSC)
2. Register on Electronic Tendering System[®] (ETS)
3. Create Users and assign roles on ETS
4. View Notice Inviting Tender (NIT) on ETS
5. Download Official Copy of Tender Documents from ETS
6. Clarification to Tender Documents on ETS
- ¾ Query to BSNL (Optional)
- ¾ View response to queries posted by BSNL, as addenda.
7. Bid-Submission on ETS
8. Attend Online Tender Opening Event (TOE) of Techno-commercial Part
9. View Post-TOE Clarification posted by BSNL on ETS (Optional) Respond to BSNL's Post-TOE queries
10. Attend Online Tender Opening Event (TOE) of Financial-Part (Only for Techno commercial Responsive Bidders).

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

For integrity of data and its authenticity/ non-repudiation of electronic records, and 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>].

b. Registration :

To use the Electronic Tender[®] portal (<https://www.eprocure.gov.in/>), vendor needs to register on the portal. Registration of each organization is to be done by one of its senior persons who will be the main person coordinating for the e-tendering activities. For further details, use the Electronic Tender portal www.eprocure.gov.in. The vendor should visit the home page of the portal www.eprocure.gov.in and go to the e-procure link then select Bidders Manual KIT.

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On successful submission of Registration details. Please contact NIC Helpdesk as given below, to get your registration accepted/activated.

NIC Help Desk	
Telephone No. (Toll Free)	1800 3070 2232
E-Mail I.D.	cppp-nic@nic.in (Please mark cc to support-nic@ncode.in)
BSNL CONTACT Details	
BSNL`s Contact Person-1	Shri. A. P. Chothwe, AGM(Admin), Parbhani
Telephone No.	02452-227800 (between 10:00 Hrs. to 17:30 Hrs. on working days)
E-Mail I.D.	agmpnprb2018@gmail.com
BSNL`s Contact Person-2	Shri. A.M. Athawale, SDE(Admin)-Parbhani
Telephone No.	02452-220030 (between 10:00 Hrs. to 17:30 Hrs. on working days)
E-Mail I.D.	athawaleanil@gmail.com

4. Method for submission of bid documents:-

The bid-submission shall be online on CPPP, however some documents mentioned in **clause 12.2 of Annexure-I** above are to be submitted physically offline as follows:

4.1 Online submission:- as per clause 12.1 of Annexure-I

Sl.No	Contents of 1 st Electronic Envelope	Contents of 2nd Electronic Envelope
1	The documents listed para 14 of Annexure-I and as per para 12.1 of annexure-I	Financial Bid(BOQ) In the format as per Annexure-J Should be submitted by online in BOQ format only as per procedure in clause 12.1 of Annexure-I

Note:- (i) If some document is not applicable for the bidder then he has to upload scanned copy of declaration mentioning “The document < Name> called vide clause _____ is not applicable on us”.

(ii) If document asked for contains more than one page then all those pages may be uploaded in one PDF format file

a. Please take care to scan documents such that the 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

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sole responsibility of bidder that the uploaded documents remain legible.

- b. 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
Q A Certificate	Not allowed	Space in between words / characters not Allowed
QACertificate(I)	Not allowed	Special characters not allowed.
QA_Certificate	Allowed	Under Score allowed between words / characters.
QACertificate	Allowed	Upper & Lower case allowed

- c. It is advised that all the documents to be submitted as per **para 14 of Annexure-I and** are kept scanned or converted to PDF format in a separate folder on your computer before starting on-line submission.
- d. The names and total size of each document (Preferable below 50 MB) may be checked before uploading.

4.2 Offline Submissions:

The bidder shall submit the following documents offline to **The AGM (A) O/o G.M. Telecom, Parbhani** on or before the date & time of submission of bids specified in NIT, in a Sealed Envelope. The envelope shall bear (the tender name), the tender number and the words 'DO NOT OPEN BEFORE' (due date & time).

All the documents as per **Clause 12.2** of Annexure-I

Note: The Bidder has to upload the Scanned copy of all original above said documents(except tender document copy) during Online Bid submission also.

5. Special Note on Security of Bids:

Security related functionality has been rigorously implemented in ETS 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.

6. Online Tender Opening Event [TOE]:

CCPP offers a unique facility for 'Online Tender Opening Event (TOE)'. Tender Opening

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Officers as well as authorized representatives of bidders can attend the Online Tender Opening Event (TOE). Every legal requirement for a transparent and secure 'Online Tender Opening Event (TOE)' has been implemented on CPPP.

- (i) The bids will be opened in 2 stages i.e.(i) Techno-commercial bid & (ii) **Financial bid (BOQ)**. The techno-commercial bid shall be opened on the date of tender opening given in DNIT. **The financial bid (BOQ) will not be opened on the date of opening of techno-commercial bids.**

As soon as a Bid is decrypted by the TOC, the documents will be opened from the Techno-commercial bid one by one and the same report of TOC will be uploaded on e-tender portal .

Thereafter the TEC will evaluate Techno-commercial bids and the report of TEC will be approved by competent authority and the same report of TEC will be uploaded on e-tender portal of techno-commercially compliant bidders for information of financial bid opening.

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.

- (ii) The following information should be read out at the time of Techno-commercial bid opening:-

- a) Name of the Bidder
- b) Name of the item
- c) EMD amount & validity and acceptability
- d) Information in respect of eligibility of the bidder
- e) Details of bid modification / withdrawal, if applicable

- (iii) The following information should be read out at the time of Financial bid opening:-

- a) Name of the Bidder
- b) Name of the item
- c) Quantities / prices quoted in the bid
- d) Taxes & levies.

7. Financial Bid / PRICE SCHEDULE / (Bill Of Quantity)

Utmost care may kindly be taken to upload Financial Bid/Price Schedule (BOQ). Any change in the format of Price Schedule (BOQ) shall render it unfit for bidding. Following steps may be followed:-

1. Download (price quoted rates in XLS format).
2. Fill Bidder Name, EOI Name applying and rate in down loaded price bid as specified in XLS format only - figures in **sky blue back ground** cells.
3. File is password protected XLS file. Don't unprotect the file. Price has to be filled in the same file and has to be uploaded
4. Save filled copy of downloaded price schedule (BOQ) in your computer and remember its name & location for uploading correct file (duly filled in) when required.

8. OTHER INSTRUCTIONS:

For further instructions, the vendor should visit the home-page of the portal (www.eprocure.gov.in), 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.

Important Note: It is strongly recommended that all authorized users of Supplier organizations should thoroughly peruse the information provided under the relevant links of e-procurement portal (CPPP), and take appropriate action. This will prevent hiccups, and minimize teething problems during the use of CPPP.

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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 well in advance of your first tender submission deadline on CPPP.
4. Submit your bids well in advance of tender submission deadline on CPPP as there could be last minute problems due to internet timeout, breakdown, etc.

While the first three instructions mentioned above are especially relevant to first-time users of CPPP, the fourth instruction is relevant at all times.

(BSNL shall not be responsible any problem arising out of internet connectivity issues).

9. Minimum Requirements at Bidders end

1. Computer System with good configuration (Min P IV, 1 GB RAM, Windows XP)
2. Broadband connectivity.
3. Microsoft Internet Explorer 6.0 or above
4. Digital Certificate(s) for users.
5. Registration of organization on CPPP

**Assist. General Manager (Admin)
O/o G. M, Telecom, Parbhani**

Proforma of Certificate to be submitted along with Bill

DETAILS OF PAYMENT/WAGES

TO BE GIVEN BY THE CONTRACTOR WITH THE DETAILS OF EPF /ESIC PAID WITH EPF ACCOUNT

NUMBER OF EOI PERSON s Deployed

Month –

Place-

Sr. No.	Name of the EOI Person	Working Station/site	No. of Working Days	EPF Account No.	Basic + VDA Pay in Rs.	Perks/over - time if any	EPF*contribution details		Total EPF * contribution	ESIC* contribution	Total amount paid to EOI Person	Signature of EOI person
							contribution of EOI Person in Rs.	contribution of Contractor in Rs.				
		A	B	C	D	E	F	G	H=F+G	I	J	K

*EPF & ESIC as per prevailing rates

Signature of Contractor/Bidder/Tenderer with Seal: _____

Dated:

Place:

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Annexure-V

**PROFORMA of RECEIPT OF PAYMENT/WAGES
TO BE GIVEN BY THE EOI Person OF THE CONTRACTOR**

I, the undersigned Shri _____ engaged by the Contractor (Name of the agency/firm) _____ on contract with BSNL, Parbhani SSA for carrying out the work of Expression of Interest (EOI) **for upkeep of Telecom Infrastructures on Job Basis in** Parbhani & Hingoli District of **Parbhani SSA** at (Name of the Station) _____ do hereby certify that I have received payment/wages for the month of _____ from (contractor name) _____ by Crossed Cheque No./NEFT/RTGS No.: _____ Dated _____ of _____ Rs. _____ (In _____ word Rs. _____). The above payment is as per current Minimum wages and there is no dispute as regarding payment/wages between me and the Contractor. Photocopy of Identity Card issued to me by the Contractor is also enclosed.

[Signature of personnel/unit with Name & Date]

Enclosure: Copy of the Identity Card.

Date : Place :

Signature of Contractor/Bidder/Tenderer with Seal: _____

Registered Office and Corporate Office: **Bharat Sanchar Bhavan, H C Mathur Lane Janpath, New Delhi-110 001.**

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Annexure-VI

PROFORMA of MUSTER ROLL TO BE GIVEN BY THE CONTRACTOR

Name & Address of Contractor

Name & Address of Establishment in/under which contract is

FORM-XVI
Register of Wages [see Rule - 78 (1) (a) (1)]

Muster Roll for the Month of

Name & Location of Work

Name & Address of Principle Employer

Sr. No.	Name of Workman	Father's/Husband's name	Sex	Dates																																	
				1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31			

Signature of Contractor/Bidder/Tenderer with Seal: _____

Dated:

Place:

PAYMENT INSULATION (UNDERTAKING)

NIT No.: _____, Dated _____.

I/We hereby undertake that I have sufficient capital resources to execute the scope of this tender and will make due payment to EOI Persons deployed /our firms work force / manpower assigned to execution of the tender of Parbhani SSA (BSNL) as per laws every month insulating it from payments from BSNL. I/We also undertake to perform in faithful & efficient manner the work of this tender without linking it to payments from BSNL.

Signature of Bidder

Name of the Bidder
(Capacity in which
signing)

Station:

Date:

Registered Office and Corporate Office: **Bharat Sanchar Bhavan, H C Mathur Lane Janpath, New Delhi-110 001.**

Corporate Identity Number (CIN): (U774899DL2000GOI107739).

Website : www.bsnl.co.in

Annexure-VIII

Minimum Wage per EOI person per shift (of 8 Hours-One Job Unit per Day) for full month for Parbhani City & Parbhani Rural & Hingoli District Area. (Without WCI)

S. No.	Item Description	Parbhani City Area	Parbhani Rural & Hingoli Area
1	Rate of Minimum wages per day @ 390/- Hence Monthly minimum wages=390x26=10140	Rs.10140.00	Rs.10140.00
2	EPF: 13.16% on Minimum wages=(10140+1762.8) i.e. 11902.8	Rs.1566.41	Rs.1566.41
3	ESIC: 4.75% on Minimum wages=(10140+1762.8) i.e. 11902.8	Rs.476.11	Rs.0.00
4	Weekly off and National Holidays (One paid Holyday per week & 3 National Holidays, Total 55 days in a Year i.e. 4.52 days per month considering 30 days in month)	Rs.1762.80	Rs.1762.80
5	Bonus Component 8.33% on Rs.10140/- (Basic+VDA)	Rs.844.66	Rs.844.66
6	Total	Rs.14789.98	Rs.14313.87

- 1) Schedule of Rate =Rs.14790/- for Parbhani City Area **including ESI** and Schedule of Rate (SOR) = Rs.14314/-for Parbhani Rural & Hingoli District **excluding ESI** (Rounded off) per month per EOI person per shift (of 8 Hours-One Job Unit per Day) for full month.
- 2) The work can also be given on hourly basis for the whole month or on part basis or part of the month e.g. The work allotted for one hour for 1 day will be charged as 1/8 job units.
- 3) The minimum wages rates are applicable from time to time as per ALC (Central) as per tender clause. At each revision of minimum wages, the estimated cost will also be increased proportionately.
- 4) EPF & ESI rates to be taken as prevailing ones..
- 5) **WCI will be paid in lumpsum (i.e. full amount of WCI policy) Vendor should be submit the same with 1st Bill.**

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LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

(Techno-Commercial and Financial)

EOI Number _____ Subject:

Authorization for attending bid opening on _____(date) in the EOI of _

_____. Following persons are hereby authorized to attend the opening for the EOI mentioned above on behalf of (Bidder) in order of preference given below.

Order of preference

Name

Specimen Signatures

I

II

Alternate
Representative

Signatures of bidder

Or

**Officer authorized to sign the bid
Documents on behalf of the bidder.**

Note:-

- 1).Maximum of two representatives will be permitted to attend bid opening. In cases where it is restricted to one, first preference will be allowed. Alternate representative will be permitted when regular representatives are not able to attend.**
- 2). Permission for entry to the hall where bids are opened may be refused incase Authorization as prescribed above is not**

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List of officers in case of redressal of any complaint.

Sr. No.	Name of officer	Address	Land line No.	Fax No.
1	Chief General Manager, MH Telecom circle	MH Telecom circle, 6 th floor, 'A' wing, Admin. Building, Juhu Tara Road, Santacruz (W), Mumbai-54.	022-26616999	022-26616777
2	Dy. General Manager, Telecom, PARBHANI.	O/o Telecom District Manager, 2 nd Floor, Telephone Bhavan, Behind SBI, PARBHANI-431401.	02452-222200	02452-224900
3	Addl. General Manager (Vigilance), MH circle, Mumbai	MH Telecom circle, 6 th floor, 'A' wing, Vigilance section, Admin. Building, Juhu Tara Road Santacruz (W), Mumbai-54.	022-26616715	022-26615774
4	Sub-Divisional Engineer (Vigilance), PARBHANI.	O/o Telecom District Manager, Ground Floor, Telephone Bhavan, Behind SBI, PARBHANI-431401	02452-222200	02452-224900

Assist. General Manager (Admin)
O/o P.G. M, Telecom, Parbhani

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Annexure-J

Financial /Price Bid(BOQ)

As per xls file uploaded on eprocure site.

The quoted rates shall be the bidder's margin per WEU per day including his administrative expenses, materials, tools, any other incidental and contractor's profit but excluding the applicable minimum basic wages + Variable D.A. + EPF + ESI and Goods & Service Tax (GST) as per prevailing Gol's rules & regulations . Bids quoting rates below minimum wages will be rejected.

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Details of Sites where EOI persons to be deployed in BSNL Parbhani SSA

Sr No	Name of TE/BTS/Site	NO of EOI Person required	Shift /Category	Purpose of EOI
1	Basmath	1	Shift-I,II,III	Upkeep of TE, Office &BTS
2	Hingoli	3	Shift-I,II,III	Upkeep of TE, Office &BTS
3	Kalamnuri	1	Shift-I,II,III	Upkeep of TE, Office &BTS
4	Gangakhed	1	Shift-I,II,III	Upkeep of TE, Office &BTS
5	Jintur	1	Shift-I,II,III	Upkeep of TE, Office &BTS
6	Parbhani MIDC	3	Shift-I,II,III	Upkeep of TE, Office &BTS
7	Parbhani MBM	3	Shift-I,II,III	Upkeep of TE, Office &BTS
8	Shaniwar Bazar Parbhani	3	Shift-I,II,III	Upkeep of TE, Office &BTS
9	Sailu	1	Shift-I,II,III	Upkeep of TE, Office &BTS
10	As per requirement on Job basis	7	General	Upkeep of TE, Office &BTS
	Total	23		Upkeep of TE, Office &BTS

Note:- Quantum of Sites, Number of EOI persons may be varied by -25% & +25% as per requirement of BSNL Parbhani over the period.

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ERP Vendor Form for Creation and Updation

Annexure-M

ERP Vendor NUMBER__

1. Name of Company / Firm _____
2. Address-

PIN Code _____, Mob. No. _____, Email Address _____
3. Name of Bank _____
4. Type of Account (Saving/Current) _____
5. Name of Account Holder _____
6. Account No. Appears in Cheque/PASS Book _____
7. Branch Code _____
8. IFSC CODE _____
9. PAN Number _____
10. Goods & Service TAX (GST) Registration No. _____

Date:

Place:

End of Tender Document

Registered Office and Corporate Office: **Bharat Sanchar Bhavan, H C Mathur Lane Janpath, New Delhi-110 001.**

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