



BHARAT SANCHAR NIGAM LIMITED

(A Govt. of India Enterprise)

BUSINESS AREA RAIPUR, C.G. CIRCLE

BID DOCUMENT

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**“E-TENDER FOR UPKEEP & ASSOCIATED WORK OF TELECOM SERVICES AT
RAIPUR BA-ZONE-3”**

No. GEM/2023/B/3408072 Dated: 09-05-2023

Read this tender document thoroughly

Tender submitted through online will be accepted

Online tendering website: (<https://gem.gov.in>)

Note: Kindly see all clarification / Corrigendum on website & Read carefully before submission of bid & ensure that all documents submitted are fully authenticated by the authorized signatory

**Office of the General Manager Business Area
BSNL Fafadih Raipur (C.G.)
0771-2537766 & agmnwprvp@gmail.com**

Website: <https://gem.gov.in> & www.chhattisgarh.bsnl.co.in

Bharat Sanchar Nigam Limited

(A Govt. of India Enterprise)

OFFICE OF THE GENERAL MANAGER BUSINESS AREA RAIPUR (C.G.) PIN -492009

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Bharat Sanchar Nigam Limited
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OFFICE OF THE GENERAL MANAGER BUSINESS AREA RAIPUR -492009
SECTION-I

NOTICE INVITING TENDER

E- Tender is invited for and on behalf of BSNL by the GENERAL MANAGER BUSINESS AREA, Raipur from the eligible and experienced contractors for the following works:

1	Name of Work	E-TENDER FOR UPKEEP & ASSOCIATED WORK OF TELECOM SERVICES AT RAIPUR BA ZONE-3		
2	Tender No	GEM/2023/B/3408072 DATED: 09-05-2023		
3	Validity of tender offer	180 days from opening date.		
4	Business Area (BA) /details of work	GM BA Raipur		
5	Name of Unit	Under GM BA Raipur		
6	Name of Area	RAIPUR BA		
7	Zone	Area	Estimated Cost For One Year (in Rs)	EMD (in Rs)
I	Zone-3	Durg OA	1,13,13,082/- (Rupee One Crore Thirteen Lakhs Thirteen Thousand Eighty Two Only)	282827/- (Rupee Two Lacs Eighty Two Thousand Eight Hundred Twenty Seven Only)
8	Experience			
<p>Past Experience of Similar Services: The Bidder must have successfully executed / completed at least one single order of 80 % of the Estimated Bid Value or 2 orders each of 50 % of the Estimated Bid Value or 3 orders each of 40 % of the Estimated Bid Value for similar service(s) in last three years to any Central / State Govt Organization / PSU / Public Listed Company. Copies of contracts / work orders and documentary evidence of successful execution / completion in support of Past Experience of Similar Services along with names, address and contact details of clients shall be uploaded with the bid for verification by the Buyer.</p> <p>The experience certificate issued by Class-1 Officer/ Group –A Officer /Circle Project head in respect of PSU /BSNL/ Central / State Govt. Department.</p>				
9	Place of opening of Tender bids:			
Authorized representatives of bidders (i.e. vendors' organization) can attend the Tender Opening Event (TOE) at the Chamber of AGM (NWP), O/o GM BA BSNL Fafadih Telecom Bhavan Raipur Chhattisgarh-492009.				
10	Bid Security/ EMD:			
The bidder shall furnish the bid EMD in one of the following ways:-				
(i) As per Clause 7 above; Through Demand Draft drawn from any Nationalized / Scheduled Banks; payable in favor of AO (cash), BSNL, O/o GM BA RAIPUR payable at RAIPUR Chhattisgarh-492009.				
(ii) The bidders will be exempted from submission of Bid Security deposit on production of requisite proof in respect of valid certification from issued by competent authority for the tendered item.				
The tender, which is not accompanied by the requisite Bid Security/EMD, shall be summarily rejected.				

11	Tender document are available on the portal mentioned in form of DNIT only. Physical copy of the tender document would not be available for sale.
12	GM BA BSNL RAIPUR reserves the right to accept or reject any or all the tender bids without assigning any reason. He is not bound to accept the lowest tender. BSNL also reserves the right to pre-pone or postpones the tender without assigning any reason whatsoever and without any notice to anyone.
13	Not Readable, Incomplete, ambiguous, conditional bids are liable to be rejected.
14	(a): All documents submitted in the bid offer should be preferably in English. In case the certificate viz. experience, registration etc. is issued in any other language other than English, the bidder shall attach an English translation of the same duly attested by the bidder & the translator to be true copy in addition to the relevant certificate. (b): All online documents should be submitted Original (Scanned) / In Case of Xerox copy should be self attested OR notarized, Bid will be rejected if online documents are not submitted as mentioned above.
15	The quantity and cost stated above are estimated and BSNL reserves the right to vary the cost of work and quantity both to the extent of +25% to -25% of specified quantity and estimated cost at the time of award of work of the contract or during the agreement period at the same rates, terms and conditions. GM BA BSNL RAIPUR reserves the right to increase/ decrease the cost and/or quantity individually or combined.
16	Tender will not be accepted/received after expiry date and time.
17	The GM BA BSNL RAIPUR reserves the right to award the works to more than one participated bidder as per BSNL procurement policy and CVC guidelines also, if required in the interest of the department.
18	The GM BA BSNL RAIPUR reserves the right to black list the contractor with cancellation the tender / termination of running contract and forfeiture the EMD/SD; if contractor submitted documents (certificates) found false /Bogus/Invalid at any stage and found in 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
19	There is no guaranteed work for said tender amount, The work depend upon the availability of store and budget of Tender.
20	The work should be completed within stipulated time period otherwise work may be awarded to other approved bidder.
21	MSE / NSIC Vendors MSE/NSIC bidders registered for similar items may claim exemption from payment of cost of tender form, EMD /Bid Security. The bidder shall furnish (along with the bid) a certificate/documentary proof in respect of registration clearly showing it's validity as on date of opening of the bid. They should also produce documentary evidence showing that the firm is MSE/ NSIC registered for the items& category i.e. "House Keeping, upkeep work and Infrastructure Maintenance of telecom installations /All Telecom Development/ Maintenance/ Service" tendered for. Failure to comply this provision shall result in summarily rejection of the bid.
22	ELIGIBILITY CONDITIONS i. Bid Security in accordance to clause no 14 of Section I / BID security declaration. ii. Bid form duly filled in as per Section-II and Bidders profile as per Section-III of tender document should be uploaded online separately. iii. Certificates of incorporation of Chhattisgarh state /copy of Registration of firm of Chhattisgarh state /copy of valid Shop Act license of Chhattisgarh state, whichever is applicable. iv. Valid proof of office Address in Chhattisgarh State. v. List of all Directors including their name(s), Director Identification Number(s) (DIN) and address(es) along with contact mobile nos., Email Id & telephone numbers of office and residence vi. Copy of Proprietorship Firm, Partnership deed of partnership Firm or Copy of Memorandum & Articles of Association of company. vii. Original "Power of Attorney" in case person other than the Bidder signed the documents. The power of attorney should be for specific work (mentioning the NIT number) drawn in non judicial stamp paper worth Rs 100/- or more. Tender is liable to be rejected if power of attorney is not submitted accordingly. viii. No Near Relative Certificate, in case of proprietorship firm the certificate will be given by the proprietor, for partnership firm /Company the certificate will be given by The authorized Person & declare that none (Firm Partner/All Director including himself/herself) of his/her near relative is employed in BSNL format Section IX separately. ix. Experience Certificate as mentioned in Clause 8 of Section-I (NIT). x. Bidder performance must be satisfactory in respect of all works awarded to them in last financial year. A Satisfactory performance certificate signed by BA head (In Case of BSNL)/Experience certificate issuing authority/Head of office and having details of work for which experience certificate is/are issued , must be submitted by bidder.

- xi. Participating bidders should have bank (nationalized/scheduled) solvency of at-least 30% of estimates cost and the Date of issue of the Solvency certificate should not be older than one year from the date of NIT.
- xii. A Valid Turn over Certificate from Chartered Accountant. Average Annual Financial Turn over during the last 3 years ending 31st March of the previous financial year should be at-least 30% of estimates cost .
- xiii. PAN No (in case of Sole Proprietorship, PAN No of proprietor required, In case of Partnership firm/company (PAN No of firm /company is required).
- xiv. Income-tax Return filed copy (A.Y. 2020-21,2021-22 & AY 2022-23).
- xv. ESI registration Certificate OR Workmen compensation insurance policy and latest ESI payment receipt.
- xvi. EPF registration Certificates and latest EPF payment receipt.
- xvii. Bidder must submit a notarized Affidavit, regarding no any case is pending against him on ESIC/EPF department and central /state labour commission regarding labour wage payments and also compliance all the rules of labour laws .
- xviii. All GST Registration Certificate (PAN Based) and Self-declaration along with the evidence, that Bidder is not black-listed by GST authorities.
- xix. Copy of Labour License as a proof of Registration with Central/ State Labour Commission (under Contract Labour Act1970) for submitted work experience and An undertaking regarding new labour licence will be submitted by bidder before award of work.
- xx. Registration of Labour identification Number (LIN).
- xxi. The Affidavit submitted with bid by the proprietor/partner's / directors should be duly notarized in non-judicial stamp paper/e-stamp paper worth Rs.100/- or more as per section X.
- xxii. Scan copy of signed Tender Document should be uploaded by bidder on www.gem.gov.in along with the bidder shall furnish a declaration in his Tender bid that no addition / deletion / corrections have been made in the downloaded Tender document being submitted and it is identical to the Tender document appearing on the e-tender portal www.gem.gov.in .
- xxiii. Documentary proof in respect of valid certificate from MSME/NSIC/UDYAM/Startup for tendered item/work (if applicable)
- xxiv. An undertaking that the bidder(s) has not been black-listed by central/ state governments/ PSUs at the time of submission of bid.

Note:

- 1.All the documents in enclosed along with the Bid Documents should be uploaded online through E-tender portal: <https://www.gem.gov.in> without any corrections and overwriting. The bid document will be liable to rejected if the Documents not submitted accordingly.
2. All online documents should be submitted Original (Scanned)/ In Case of Xerox copy should be self attested OR notarized,

Bid will be rejected if online documents are not submitted as mentioned above.

AGM(NWP)
O/o GM BA BSNL RAIPUR

SECTION – II

(BID FORM)

To,

The AGM (NWP)
O/o GM BA BSNL, Raipur.

Sub: E-TENDER FOR UPKEEP & ASSOCIATED WORK OF TELECOM SERVICES AT RAIPUR BA ZONE-3.

Dear Sir,

With reference to your tender Notice No GEM/2023/B/3408072 Dated: 09-05-2023 calling for tender on the above subject. I have read & understood the tender document thoroughly & agree to all the terms & conditions. I / We hereby offer my / our bid as per documents submitted & conditions as mentioned in the tender document and the rates specified in the schedule enclosed.

If this tender Should be accepted either fully or in parts, I / We hereby agree to abide by and fulfill all the terms and conditions of the contract hereafter as applicable, or in default thereof forfeit to and pay to the BSNL, Raipur or his successors in office, the sum of money mentioned in the said conditions without prejudice.

The sum of Rs...../- (In words rupees only) is deposited by DD towards Earnest money and DD receipt No..... datedBank Name..... is enclosed. I/We also agree to pay Security Deposit as and when called for within **stipulated time mentioned in letter of intent.**

If, I / We fail to carry out the work according to the specification given in the schedule, the entire money (Earnest and security deposit) may be forfeited without prejudice to any other right or remedies of the BSNL, Raipur or his successors in the office.

We undertake, if our Bid is accepted, we will execute the work in accordance with specifications, time limits & terms and conditions stipulated in the tender document.

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

We agree to abide by this Bid for a period of 180 days from the date fixed for Bid opening (Qualifying Bid) and it shall remain binding upon us and may be accepted at any time before the expiry of that period.

Until a format Agreement is prepared and executed, this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.

Bid submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.

Yours faithfully

Dated thisday of2023.

Signature of the bidder
Or
Officer authorized to sign the Bid Documents on the behalf of the Bidder
(Name in Block Letters of the Signatory)

In capacity ofduly authorized to sign the bid for and on behalf of
Witness
Address.....

Note: - In case of authorized signatory; the authorization letter on letter head of the firm must be enclosed.

SECTION – III

TENDER’S PROFILE

Attested Passport size photograph of the tenderer/ authorized signatory holding power of Attorney

General:

1. Name of the tenderer / firm _____
2. Name of the person submitting the tender whose Photograph is affixed
Shri/Smt. _____

(In case of sole Proprietary the tender has to be signed by Proprietor and in the case of Partnership firms/company, the tender has to be signed by authorized signatory holding power Partner /director only, as the case may be)

3. Address of the firm _____
4. E.P.F. No. _____ LIN No. _____

5 ESI No -----

6 PAN BASED GST No.-----

7. Telegraphic Address _____

8. Tel. No. (With STD code) (O) _____ (Fax) _____ [R] _____ Mobile (1) _____
(2) _____ e-mail _____

9. Registration & incorporation particulars of the firm:

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

10. Name of Proprietor/Partners/Directors _____

11 Bidder’s bank name, -----

Branch, address,-----

Bank account number,-----

MICR code,-----

IFSC code-----

12. PAN No., Income Tax circle _____

13. Infrastructural capabilities:

- a. Capacity of engaging labours per day _____
- b. Particulars of vehicles available with the tenderer:

Type of Vehicle (s)	Registration number
---------------------	---------------------

14. Details of Technical and supervisory Staff:

- 1.
- 2.
- 3.

15. Registration with Valid Labour License authorities: -No.....

16. AADHAR CARD No.-----

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

Place:
Date:

Signature of tenderer / authorized signatory.....
Name of the tenderer.....
Seal of the tenderer

SECTION – IV

GENERAL (COMMERCIAL) CONDITIONS OF THE CONTRACT

1. **APPLICATION:** The General conditions shall apply in contracts made by the RAIPUR SSA for the execution of“ **E-TENDER FOR UPKEEP & ASSOCIATED WORK OF TELECOM SERVICES AT RAIPUR BA ZONE-3.**
2. **STANDARDS:** The works to be executed under the contract shall conform to the standards prescribed in the **E-TENDER FOR UPKEEP & ASSOCIATED WORK OF TELECOM SERVICES AT RAIPUR BA ZONE-3.**
3. **SUBCONTRACTS:** The contractor shall not assign, sub contract or subject the whole or any part of the works covered by the contract, under any circumstances. Subcontracting is not allowed.
4. **PRICES:**
 - 4.1 The bidder shall give the total composite price inclusive of all levies and taxes including GST. The basic unit price and all other components of price need to be individually indicated as per the price schedule. Prices of incidental services also should be quoted .The offer shall be firm in Indian Rupees. The Tendering Authority shall make no foreign exchange available.
 - 4.2 (a)Prices charged by the successful bidder for service as performed under the contract shall not be higher from the prices quoted by the Successful bidder in his bid.
 - (b) In case of revision of Statutory Levies/Taxes during the finalization period of the tender, the Tendering Authority reserves the right to ask for reduction in the prices.
 - 4.3 Price once fixed will remain valid for the period of contract, irrespective of Increase/decrease of taxes and other statutory duties In case of delayed services after the scheduled period the advantage of reduction of tax/duty would be passed on to the Tendering Authority and no benefit of increase in price will be permitted to the successful bidder if there is any increase in Tax/duty.
 - 4.4 Prices charged by the works performed under the Contract shall not be higher than the prices quoted by the Contractor in his Bid.
 - 4.5 Price once fixed will remain valid for the period of contract. Increase of taxes/duties will not affect the price during this period. However for decrease of taxes duties, the benefit will go to BSNL.
 - 4.6 The price quoted by the bidder (service charge of bidder) shall remain fixed during the entire period of contract and shall not be subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.
 - 4.7 The unit prices quoted by the Bidder shall be in sufficient detail to enable the BSNL to arrive at prices of services offered.
- 5 **SECURITY DEPOSIT**
 - 5.1 The successful bidder shall deposit security deposit to the tune of 3% of finalized tender cost (In form of crossed DD/ Cash/ FDR (with sign in receipt) placed to AO(CASH) O/o GMTD Raipur of BSNL/ Bank Guarantee, valid for 24 months of approved tender cost of work put to tender at the time of agreement if EMD already deposited by bidder as bid security then this EMD after bidder consent may be convert from bid security to security deposit and difference amount tune of 0.5% would be deposited by bidder . If the work is awarded to more than one contractor the security amount as mentioned above will be divided among the number of contractors, on prorata basis.
 - 5.2 The performance security shall be payable to the Tendering Authority as a compensation for successful bidder's failure to complete its obligations under the contract or for any loss resulting from the nonperformance of the contract.
 - 5.3 The Tendering Authority will discharge the Security Bond after completion of the Successful bidder's performance obligations, under the contract.
 - 5.4 The Security Deposit will not carry any interest while it is in the custody of BSNL.
 - 5.5 SECURITY DEPOSIT shall only be refunded on verification of all submitted. EPF, ESI, Labour license, GST payment particular & other liable liabilities with respect to form 3A & 6A.(IF Applicable)
 - 5.6 The Security Deposit shall be released/refunded after completion of Service Provider's performance obligations under the contract Further the release of security deposit will be subjected to recoveries to be made arising out of poor quality of work, incomplete work and/or violation of any terms and conditions of the contract as stipulated in the bid document and on production of “no dues certificate” from “Engineer-in-charge” regarding satisfactory completion of work.
 - 5.7 “No Dues Certificate “produced from “Concerned Department of EPF & ESI etc. than after clearance of EPF & ESI and other Govt. liabilities. The performance security shall be released/ refunded to vender. (IF applicable)
 - 5.8 The bank guarantee furnished as security deposit should be valid for a period of not less than 24 months from the date

- of agreement. If required the period of validity can be decided by GMTD Raipur period considered being suitable for a particular tender.
- 5.9 In the event of any breach of any terms and conditions of the contract, the contract will be terminated and security deposit will be forfeited to the BSNL.
- 5.10 All the compensation or other sum of money payable by the contractor under the terms of this contract may be deducted from the security deposit or from any sum which may be due or may become due to the contractor by the BSNL on any account whatsoever and in the event of his security deposit being reduced by reason of any such deductions, the contractor shall within ten days make good in cash the amount required to make good in full, the security deposit. Otherwise, the said balance in full shall be collected from the running bill of the contract
- 5.11 In the event of failure of the tenderer to start the work as stipulated, the amount of Earnest Money and / The security deposit (SD) is required to protect the BSNL against the risk of bidders conduct and will be forfeited in part / whole in case of -:
- i. Unsatisfactory service
 - ii. Theft or misappropriation of articles of the BSNL.
 - iii. Damage caused to BSNL assets and damage/loss to store issued
 - iv. Withdrawal of the successful tenderer from the contract before its expiry without giving proper notice as specified in the terms & conditions of this tender document.
 - v. Or all or some of the above.
- 5.12 Security deposit will not earn any interest for any period whatsoever. Security deposit will be returned after the successful completion of the contract as certified by the competent authority of BSNL and after deducting the dues, if any, payable to the BSNL. In the event of any breach of any terms and conditions of the contract, the contract will be terminated and security deposit will be forfeited to the BSNL. No interest shall be paid on amounts payable to the contractor under this contract.
- 5.13 All the compensation or other sum of money payable by the contractor under the terms of this contract may be deducted from the security deposit or from any sum which may be due or may become due to the contractor by the BSNL on any account whatsoever and in the event of his security deposit being reduced by reason of any such deductions, the contractor shall within ten days make good in cash the amount required to make good in full, the security deposit. Otherwise, the said balance in full shall be collected from the running bill of the contractor.
- 5.14 Security Deposit tendered in any form of Bank Guarantee or FDR shall be liable for appropriation / adjustment against any liquidated damages for delayed execution of work or against carry forward loss to the Department to which the contractor does not meet otherwise. If the contractor fails or neglects to perform any of his obligations under the contract, it shall be lawful for the BSNL to forfeit either whole or any part of the Security Deposit furnished by the Contractor, which does not amount to imposing of penalty, after issuing 'SHOW-CAUSE NOTICE' which will be duly examined for final decision by the competent authority and the decision conveyed to the Tenderer in writing.
- 5.15 If the contractor duly performs and completes the contracts in all respects, the Government shall refund the Security Deposit to the Contractor after deducting all costs and other expenses that the Government may have incurred for making good any loss due to any action attributable to the contractor which the Government is entitled to recover from the contractor.
- 5.16 General Manager Raipur Telecom District may increase, at his discretion, the amount of security deposit mentioned at 1 above equal to 10% of excess work awarded beyond estimate cost. The decision of GMTD Raipur for increase the security deposit shall be final and binding on the contractor and not called into question. The contractor has to submit the Bank guarantee issued by any nationalized / scheduled bank for the additional amounts within 15 days of acceptance of tender in the event of failure of the contractor to pay the increased amount of the security deposit within the specified period and in the form required by the GMTD, Raipur, the earnest money shall be forfeited and the contract shall be liable to cancellation at the risk and cost of the contractor subject to such other remedies as may be open to the Raipur Telecom District under the terms of contract.
- 5.17 In the event of failure of the tenderer to start the work as stipulated, the amount of Earnest Money and / or initial security deposit shall stand forfeited and the acceptance of the tender shall be reconsidered and revoked which will not amount to imposing of penalty.
- a. Any unclaimed Security Deposit(s) as due for refund to the contractor / supplier and remain unclaimed for three years after its / their refund become(s) admissible (for instance after the contractor / supplier fulfills his contract) shall be dealt with in accordance with the provisions contained in the rules of the Telecommunication Department/BSNL and not refunded if unclaimed period exceed to four year.
 - b. The "Bank Guarantee" is an 'autonomous' contract and imposes an 'absolute obligation' on the bank in its terms. As such the existence of disputes between the parties under this contract or a possibility of a reference of any dispute arising out of this contract to arbitration or of pendency of proceeding on such a reference has absolutely

no relevance to the obligation of the bank under the "Bank Guarantee". The concerned Bank is bound to pay without demur irrespective of the pendency of any arbitration proceedings.

5.18 The Security Deposit will not carry any interest while it is in the custody of BSNL.

5.19 NSIC bidder also has to submit performance security

6. ISSUE OF WORK ORDERS AND TIME UNIT:

1. The work will be awarded to the contractor through issue of work order, which will give the details of works.
2. The work order will be issued by the AGM with approval of concerned DGM and after Ensuring availability of Budget from account section as and when required as per acceptance letter issued by AGM (NWP) O/o GM BA RAIPUR after agreement giving specific locations and nature of work.
3. The GM BA RAIPUR reserves the right to cancel or modify the scope of work stipulated to be carried out against the work order in the event of change of plan necessitated on account of technical reasons or in the opinion of work order issuing authority, the contractor is not executing the work at the required Rate.
4. The time allowed is the essence of the contract on the part of the contractor and the work should be completed in all respects within the time as indicated in the work order. In event of rate of work done being found low, the GM BA RAIPUR reserves the right to terminate the contract. Thereafter, the GM BA RAIPUR will be free to get the work done through any alternate agency to be decided by it. Any excess amount required to be paid to the alternate agency to carry out the work have to be borne by the defaulting contractor.
5. Also in case the contractor fails to undertake and complete the work in specified time, the GM BA RAIPUR will have right to award the work to any other alternative contractor. The difference in cost of work will be payable by the defaulting contractor. In addition to this, his security Deposit/ E.M.D. shall be forfeited.
6. In respect of the works not complying the above standard the GM BA RAIPUR reserves the right to either allow proportionate rate or disallow the entire claim.
7. If the contractor fails to complete the work within the stipulated time, improper and bad workmanship noticed in the work, penalty or recovery as per agreement would be imposed. Liquidity damages such imposed shall be recovered from the Running Bill/Final Bill/SD as per the various clauses of the conditions of contract. Therefore, the contractors, who are confident of completing the works in schedule time period, are only eligible to participate in the tender
8. The work orders shall be issued after examining the technical and planning details of the works to be executed. Necessary detail should be checked before issuance of work order
9. If due to any reason partial work order is to be issued then the same shall be issued with the approval of an officer not below the rank of General Manager.
10. Purchase requisition is issued by concerned field unit and after approval of this PR (purchase requisition).The work order (p.o. in ERP) for providing Contract Labour on Contract Basis will be issued by AGM concerned.

7. CHANGES IN WORK ORDERS:

1. The Tendering Authority may, at any time, by a written order given to the Successful bidder, make changes with in the general scope of the contract in any one or more of the following:
 - (a) The services to be provided by the Successful bidder.
 - (b) Paying authority
 - (c) If any such change causes an increase or decrease in the cost of, or the time required for the execution of the contract an equitable adjustment shall be made in the contract price and the contract shall accordingly be amended.
2. Any proposals by the Successful bidder for adjustment under this Clause must be made within **thirty days** from the date of receipt of the change in order.

8. PAYMENTTERMS:

1) Procedure for preparation, processing and payment of bills:

- a) This work performance must be accompanied with the bill submitted. The bill completes in all respects and verified by the concerned JTO/SDE/AGM.
- b) The contractor will have to submit the name, contact number, FAX no. and Local address of his authorized representative in this office as well as executing authority at the time of execution of agreement or his authorized representative office /HQ must be at Raipur and available at HQ of concerned SDE/SDO during office hours to

accept work orders from various units in written or telephonically or mobile. This is essentially required to restore the services in minimum time.

- c) The contractor will submit the bill on monthly basis in the AGM (NWP) O/o GM BA Raipur duly verified by concerned SDE/DE up to first week of the bill for previous month. For example- The bills pertaining to the m/o January should be submitted by 6th Feb. The reason for delay submission of bill should be submitted by the contractor in writing, if the bill, submitted by the contractor, is after due date. In case, the bills are not submitted to BSNL as per above schedule, it will not take responsibility for delay in payment. And it may be accepted after approval & allow of competent authority
- d) The contractor shall prepare the bills in triplicate ensuring execution of part work in it completeness as envisaged above, correctness of rates and submit the bills to S.D.E. in-charge of work. GST may be added as per applicable rates in each bill. GST no. is to be printed on top of the bills.
- e) The contractor shall prepare a bill for the month in triplicate indicating the various jobs undertaken during that month. The bill should invariably accompany the following. It shall be responsibility of the controlling officer to ensure that all the requirements are fulfilled at the time of certifying the bill. The countersigning authority shall check that all the documents as mentioned below are invariably attached to the bill before countersigning. Otherwise the bills will not be forwarded to this office.
- f) GST No 22AABCB5576G2ZU & HSN/SAC should be compulsory mentioned on the invoice. Bill should be submitted by name of “Bharat Sanchar Nigam Limited C.G. Telecom Circle Raipur (C.G.)”

2) SUBMISSION OF BILLS

- a) Invoice in triplicate copies with duly certified field officers as per BSNL Norms.
- b) Attested Copies of attendance sheet and wage slip for the billing month with duly signed by concerned labour.
- c) Copy of ID card/EPF Card/ESIC Card of labours.(Temporary/Permanent Pahchan Card issued by ESI office for the duration of engage workers).
- d) The copy of paid GST, EPF, ESIC and wages.
- e) Copy of work order.
- f) It is mandatory to submit wage payment of labour in their bank accounts and same may be submitted.
- g) Permanent EPF No/ UAN No. by EPF Office for the duration of engage workers if issued.
- h) Labour Identification Number (LIN No) from Shram Suvidha portal under labour Ministry.
- i) Labour licence is mandatory on production of first bill. In case of non-submission of labour licence, the penalty will be imposed 20% on every bill.
- j) Maintain all the labour records and submit necessary periodical statements to BSNL. Such records shall be preserved as per the extant guidelines for production before any authority/ tribunal etc. as and when required.

3) Special Note:-

- a. Bill of the first month will be paid without challan copy of EPF/ESI and GST.
- b. Bill for 2 nd month onwards will be submitted along with all sheet wages sheet ECR EPF ESI and GST pertaining to the previous month.
- c. Appropriate % of Income Tax will be deducted from the bill depending upon the statutory requirement
- d. Payment will be made through account payee cheque payable through the nationalized/scheduled banks at the headquarters of the District Authority or NEFT/RTGS/through Online banking from CSC Circle office Raipur (ERP System). The District Authority will not bear any collection charges /other charges charged by Bank.
- e. The tenders will have to study their network and in such a way that tender limits are not exceeded over the currency of the contract.
- f. Payment will be released subject to availability of cash/funds. Payment of wages may not be linked with bills payment.
- g. No payment will be made for the goods /work received in less quantity, damaged / faulty condition.
- h. Any recovery pointed out by audit will be directly deducted from bills/ Security deposit.
- i. Whereas no interest will be claimed on the delay payment on any ground of dispute.

- 4) The Divisional Engineer shall exercise the prescribed checks on the bills and accord necessary certificates on the bills. The Divisional Engineer shall retain the third copy in record and record it in the estimate file(Purchase Requisition In ERP)

maintained in his office and send first and second copies with all documents to Works Section of Planning Cell for processing of bills and release of payment .

9. PENALTY:-

- 9.1 The time allowed for completion of the work as mentioned in individual work order shall be strictly adhered by the contractor and shall be deemed to be the most important aspect of the contract on the part of the contractor and shall be reckoned from 1st day from issue of work order by the BSNL. The work shall throughout the stipulated period of contract, be proceeded with all due diligence to achieve the desired progress uniformly, and the contractor shall pay as penalty an amount equal to 1.0 (one) percent of the amount of the incomplete work for every one day of delay in completion of work, subject to a maximum of 10 (ten) percent of the cost of the work awarded
- 9.2 On any date the penalty payable as above, reaches 10 (ten) percent, the contractor should proceed with the work further only on getting a written instructions from the Divisional Engineer that, he is allowed to proceed further with the work.
- 9.3 Penalty for delay in completion of the work shall be recoverable from the bills/SD of the contractor

10. PAYMENT INSULATION UNDER TAKING :- The Bidder is required to submit a payment insulation under taking, mentioning that he has sufficient capital resources at his disposal so that he will make due payments to the laboures/ workers /Working of this tender / contract every month as per laws without linking it with payments from BSNL and carry out operations of tender without linking it with payments from BSNL .(It may be noted that BSNL makes payments twice a month based on status of submitted & passed invoices available with paying authority as per current policy

11. SETOFF:

Any sum of money due and payable to the contractor (including security deposit refundable to him)under this contract may be appropriated by the Tendering Authority or the BSNL or any other person or persons contracting through the BSNL and set off the same against any claim of the Tendering Authority or the BSNL or such other person or persons for payment of a sum of money arising out of this contract or under any other contract made by the contractor with the Tendering Authority or BSNL or such other person or persons contracting through BSNL.

11. TERMINATION OF CONTRACT

- i. The GM BA RAIPUR has the right to terminate the contract either partly or fully at any stage without assigning any reason by giving 15 days notice in writing to that effect and shall not be liable to pay any compensation to the contractor thereof.
- ii. In the event of contractor failing to execute the contract to the satisfaction of GM BA RAIPUR shall have the right to reject or/and with hold payment for such quantity of work till such time the defect rectified to the satisfaction of the GM BA Raipur.
- iii. In case of death of contractor during the period of contract, GM BA RAIPUR may at his opinion either immediately terminate the agreement or may require the surviving partner/legal heir of the contractor to complete the contract as per the original agreement.

12. INDEMNITIES:

- i. The contractor shall at all times hold the BSNL harmless and indemnify from against all action, suits, proceedings, works , cost, damages, charges claims and demands of every nature and descriptions, brought or procured against the BSNL , Its *officers* and employees and forthwith upon demand and without protect or demur to pay to the BSNL any and all losses and damages and cost (Inclusive between attorney and client) and all costs incurred in endorsing this or any other indemnity or security which the BSNL may now or at any time have relative to the work or the contractors obligation or in protecting or endorsing its right in any suit on other legal proceeding, charges and expense and liabilities resulting from or incidental or in connection with injury, damages of the contractor or damage to property resulting from or arising out of or in any way connected with or incidental to the operations caused by the contract documents. In addition the contractor shall reimburse the BSNL or pay to the BSNL forthwith on demand without protect or demur all cost, charges and expenses and losses and damages otherwise incurred by it in consequences of any claim, damages and actions which may be brought against the BSNL arising out of or incidental to or in connection with the operation covered by the contractor.
- ii. The contractor shall at his own cost at the BSNL's request defend any suit or other proceeding asserting a claim covered by this indemnity, but shall not settle, compound or compromise any suit or other finding without first consulting the BSNL.

13.FORCE MAJEURE:

- i. If any time, during the continuance of this contract, the performance In whole or in part by either party or any obligation under this contract shall be prevented or delayed by reason of any war, or hostility, acts of the public enemy, evil commotion sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (Herein after referred to as events) provided notice of happenings, of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason 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 and work under the contract shall be resumed as soon as practicable after such event may come to an end or cease to exist, and the decision of the BSNL Raipur as to whether the work have been so resumed or not shall be final and conclusive, provided further that if the performance, in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days either party may, at his option terminate the contract.
- ii. Provided also that if the contract is terminated under this clause, the BSNL Raipur shall be at liberty to take over from the contractor at a price to be fixed by the BSNL Raipur, which shall be final, all unused, undamaged and acceptable materials, bought out components and stores in the course of execution of the contract, in possession of the contractor at the time of such termination of such portions thereof as the BSNL Raipur may deem fit excepting such materials bought out components and stores as the contracts may with the concurrence of the BSNL Raipur elect to retain.

14. ARBITRATION:

- i. In the event of any question, dispute or difference arising under this agreement or In connection there-with except as to matter the decision of whom is specifically provided under this agreement, the same shall be referred to sole arbitration of the General Manager Telecom District Raipur C.G. or In case his designation is changed or his office is abolished then in such case to the sole arbitration of the officer for the time being entrusted whether in addition to the functions of the General Manager Telecom District Raipur C.G. or by whatever designation such officers may be called (hereinafter referred to as the said officer) and if the General Manager Telecom District Raipur C.G. or the said officer is unable or unwilling to act as such to the sole arbitration or some other person appointed by the General Manager, or the said officer. The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act, 1996.
- ii. There will be no objection to any such appointment that the arbitrator is BSNL Servant or that he has to deal with the matter to whom the agreement relates or that in the course of his duties as BSNL Servant he has expressed views on all or any of the matter 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 officer or being unable to do for any reasons whatsoever such General Manager or the said officer shall appoint another person to act as 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
- iii. The arbitrator may from time to time with the consent of parties enlarge the time for making and publishing the award, Subject to aforesaid Indian Arbitration and Conciliation Act 1996 and the Rules made there under, any modification thereof for the time being In force shall be deemed to apply to the arbitration proceeding under this clause.
- iv. The venue of the arbitration proceeding shall be the Office of the General Manager Telecom District Raipur C.G or such other Places as the arbitrator may decide. The Following procedure shall be followed:
- v. In case parties are unable to settlement by themselves, the dispute should be submitted or arbitration, In accordance with contract agreement
- vi. There should not be a joint submission with the contractor to the sole Arbitrator.
- vii. Each party should submit its own claim severally and may oppose the claim put forward by the other party.
- viii. The onus of establishing his claims will be left to the contractor.
- ix. Once a claim has been included in the submission by the contractor, a reiteration or modification thereof will be opposed
- x. The "points of defence" will be based on actual conditions of the contract.
- xi. Claims in the nature of ex-gratia payments shall not be entertained by the Arbitrator as these are not contractual.
- xii. The question whether these conditions are equitable shall not receive any consideration in the preparation of "points of defence".
- xiii. If ,the contractor Includes such claims in his submission, the fact that they are not contractual will be prominently placed before the Arbitrator.
- xiv. The award of the sole Arbitrator shall be final and binding on all the parties to the dispute.

15. NO NEAR RELATIVE CLAUSE: The no near relatives of all BSNL employees either directly recruited or on deputation are prohibited from participation in tenders and execution of work in different units of BSNL. The detail is as under.

The near relatives for this purpose are defined as under.

- (a) Member of Hindu Undivided Family
- (b) They are husband and wife.

(c) The one is related to the other in the manner as father, mother, son(s) & son(s) wife (Daughter in law), Daughter & daughter's husband (son in law), brother(s) & brother's wife, sister(s) & sister's husband(brother in law).

The company or firm or any other person is not permitted to tender for work in BSNL unit in which his near relatives are posted the unit is defined as SSA/ Circle/Chief engineer /chief archt/ corporate office Binders should have to furnish the declaration as per Section X.

16.AUDIT AND TECHNICAL EXAMINATION

- i. BSNL shall have the right to cause an audit and technical 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 overpaid in respect of any work done by 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 the refund the amount of over payment and it shall be lawful for BSNL to recover the same from him in the manner prescribed in clause with the heading payment of bills (same chapter), or in any other manner legally permissible and if it is found that the contractor was paid less than what was due to him under the contract in respect of any work executed by him under it, the amount of such under payment shall be duly paid by BSNL to the contractor.
- ii. Provided that BSNL shall be entitled to recover any sum overpaid, nor the contractor shall be entitled to payment of any sum paid short where such payment have been agreed upon between the Divisional Engineer or his subordinate officer on one hand and the contractor on the other under any term of the contract permitting payment for work after assessment by the **GM BA Raipur** or his subordinate officer.
- iii. Any sum of money due and payable to the contractor including security deposit returnable to him under this contract may be appropriate by the BSNL for the payment of a sum of money arising out or under any other contract made by the contractor with the BSNL

17. COURT JURISDICTION:

- i. Any dispute arising out of the tender/bid document/evaluation of bids/issue of WO shall be subjected to the jurisdiction of the competent court of Raipur (C.G).
- ii. Where a contractor has not agreed to arbitration, the dispute/claims arising out of the contract/PO entered with him shall be subject to the jurisdiction of the competent court at Raipur (C.G.).

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

19. LIQUIDATED DAMAGE: Should the tenderer fails to deliver the services within the period prescribed for work, the BSNL shall be entitled to recover 100 % from the bill or performance security. In the case of work order where the delayed portion of the work hamper, optimization of the systems, LD charges shall be levied as above on the total value of the concerned package of the Work Order. Quantum of liquidated damages assessed and levied by the BSNL shall be final and not challengeable by the Vendor.

20. COUNTER OFFER: The GM BA reserves the right to counter offer prices against prices quoted by any Tenderer.

21. WORKMANSHIP: In case of poor workmanship or if the work/supply is not done in time and in view of exigency of the work/supply, if it is considered necessary to carry out the work/supply by some other means or to assign the work/supply to some other parties due to the failure on the part of the contractor, 15 days time will be given to the contractor to correct or complete the work/ supply failing which the work/supply can be got done by other means at the risk and cost of the contractor.

22.GST REGISTRATION: The contractor has to submit the registration of the GST. Otherwise no bill will be initiated for payment till the submission of GST registration.

23.INSPECTIONS: BSNL shall have the right to cause an examination of the work and the final bills of the contractor including all supporting vouchers, abstract etc. to be made after payment of the final bill and if as a result of such audit and technical examination any sum is found to have been over paid 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.

24. SPECIAL RIGHTS OF GM BA RAIPUR

- i. In case of any dispute between the two contracting parties, the decision of the GM BA RAIPUR will be final.
- ii. The GM BA RAIPUR is not bound to accept the lowest tender, and also reserves the right to reject any or all the tenders so received without assigning any reason.
- iii. The GM BA RAIPUR reserves the right to disqualify such bidders who have a record of not meeting the contractual obligations against earlier contracts entered with the department.
- iv. The GM BA RAIPUR reserves the right to increase or decrease the duration and validity of the contract from normal one year duration and also reserves in the interest of the department
- v. In case of any dispute, case would be referred to the GM BA, RAIPUR or any other authority looking after the duties/works of GM BA, RAIPUR and he would be the sole arbitrator. His decision would be final and binding on all cases.
- vi. The GM BA, RAIPUR reserves the right to award the works to more than one bidder as per CVC guidelines, if required in the interest of the department
- vii. Tenders with any condition including that of conditional unconditional rebates shall be rejected forthwith.
- viii. All provisions of statutory acts enacted by the Govt. or other Local formalities issued by other statutory bodies and local authorities from time to time shall be fulfilled /complied at the cost of bidder/tenderer.
- ix. The GM BA RAIPUR reserves the right to black list the contractor and forfeiture the EMD if contractor submit false /Bogus certificates/ documents and found in 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.
- x. The company reserves the right to change the terms of trade from time to time with notice period of 30 days.

25. GENERAL TERMS AND CONDITIONS:

- a. The company reserves the right to withhold or delay the payment for the contractor in case of any pending disputes.
- b. 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.
- c. BSNL's decision will be final on all matters relating to the business and will be binding on the contractor.
- d. 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
- e. All contractors' representatives will report to SSA Head/ competent Authority through the nodal officer appointed by SSA Head/Competent Authority.
- f. All present, future & additional taxes /Levies/ duties etc. that may be levied by the govt./ Local authorities etc. will be borne by the contractors.
- g. The contractor's representatives shall comply with all applicable laws, bye Laws, rules, regulations, orders, directions, and 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.
- h. The contractor's representatives have to fully cooperate with BSNL to investigate any complaint from the public/staff.
- i. The contractor shall ensure provision of necessary safety devices tools/ kits etc required for discharge of services as mentioned in Section VII at his own cost and shall recoup the same from time to time.
- j. Contractor shall be liable for all payments of minimum wages, Salary etc to its employees & shall comply with all statutory laws, rules, relating to employment, wages, EPF, ESI, ID, act etc.
- k. 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.
- l. The Contractor agrees to protect, defend, indemnify and hold harmless BSNL and its employees, officers, directors, agents or representatives from and against any and all liabilities, damages, fines, penalties and costs (including legal costs and disbursements) arising from or relating to:
- m. Any breach of any statute, regulation, direction, orders or standards from any governmental body, agency, telecommunications operator or regulator applicable to such party; or
- n. 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.
- o. BSNL Shall not be liable for any act of commission or omission of any third party.
- p. 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.
- q. The Contractor will be bound by all the aspects and legal issues relating to the labour laws.
- r. Risk Clause: BSNL Raipur reserves the right to discontinue the service at any time, if the services are found unsatisfactory by giving a show cause to be replied within a week and also has the right to award the contract to any

other agency at the risk and cost of current agency and excess expenditure incurred on account of this can be recovered from Security deposit or pending bills or by rising a separate claim.

- s. The BSNL will not be responsible either to the Contractor or to its workers deployed at these work points for any medical assistance/injuries/death or any kind of loss occurred to employees deployed by the contractor
- t. The contractor shall be fully responsible for the damages caused by the workmen supplied under his tender during execution of work, to the properties belonging not only to BSNL but also to other Departments, Organizations, Other Private Operators/ Organizations and individuals and the cost of such damages will be recovered from the amount payable to the contractor.
- u. The persons employed by the bidder are to be paid by the bidder with fair wages as per Labour Laws of Central/State Government. Other benefits to the persons like Bonus, ESI, Gratuity, PF etc., are complete responsibility of the bidder. Any injury/mishap caused to the worker during the course of work shall be the responsibility of the bidder.
- v. The bidder is governed by the Workman's Comp persons employed by him/her/firm. The Service Contractor shall indemnify the Department of all claims made by the employees of the service contractor.
- w. Bidder shall have insurance / Group insurance scheme for the employs deployed for CONTRACT.
- x. The bidder shall provide proper identity card to the persons utilized/ subcontractors

26.TERMINATION FOR DEFAULT: The BSNL may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the Vendor, terminate this Contract in whole or in part.

- i. If the Vendor fails to provide the manpower within the time period (s) specified in the Contract, or any extension thereof granted by the BSNL
- ii. If the Vendor fails to perform any other obligation(s) under the Contract; and
- iii. If the Vendor, in either of the above circumstance(s), does not remedy his failure within a period of 15 days (or such period as the Purchaser may authorise in writing) after receipt of the default notice from the BSNL.
- iv. In the event the BSNL terminates the contract in whole or in part, pursuant to para 14.1 BSNL the BSNL may ask the Vendor shall continue performance of the contract to the extent not terminated.

SECTION V

SPECIAL CONDITIONS OF CONTRACT

1.0 GENERAL:

- 1.1 The BSNL Raipur reserves the right to disqualify such bidders who have a record of not meeting contractual obligations against earlier contracts entered into with the BSNL Raipur.
- 1.2 The BSNL Raipur reserves the right to black list a bidder for a suitable period In case he falls to honour his bid without sufficient grounds.
- 1.3 The BSNL Raipur reserves the right to counter offer price(s) against price(s) quoted by any bidder.
- 1.4 Any clarification issued by BSNL Raipur, in response to query raised by prospective bidders shall form an integral part of bid documents and it may amount to amendment of relevant clauses of the bid documents.
- 1.5 Tender will be evaluated as a single package of all the items given in the price schedule.
- 1.6 All work to be executed under the contract shall be executed under the direction and subject to the approval in all respects of by the Divisional Engineer or Site Engineer In-charge of work site who shall be entitled to direct at what point or points and what manner they are to be commenced, and from the time to time carried on.
 - a. The work may be split up between two or more contractors or accept any tender in part and not entirely if considered expedient by the GM BA Raipur.
 - b. If the contractor shall desire an extension of time for completion of the work on the grounds of unavoidable hindrance in execution of work or on any other ground he shall apply in writing to the Divisional Engineer within 3 days of the date of hindrance on account of which he desires such extension as aforesaid. In this regard the decision of (the SSA Head) shall be final.
 - c. If at any time after the commencement of the work, the BSNL Raipur may feel that execution of whole or part of work, as specified in the tender is not required to be carried out, then the BSNL Raipur shall give notice in writing of the fact to the contractor who shall have no claim. to any payment of compensation whatsoever on account of any profit or advantage which he might have derived in consequence of the full amount of the work not having been carried out neither shall he have any claim for compensation by reason of any alterations having been made in the original specifications, drawings, designs and instructions which shall instructions any curtailment of the work as originally contemplated.
- 1.7 Whenever any claims against the contractor for the payment of a sum of money arises out of or under the contract, the BSNL Raipur shall be entitled to recover such sum by appropriating in part or whole the security deposit of the contractor, and to sell any BSNL promissory notes etc, forming the whole or part of such security or running and final bill pending against any contract with the BSNL Raipur In the event of the security being insufficient or if no security has been taken from the contractor , then the balance or the total sum recoverable as the case may be, shall be deducted from any sum then due or which at any time there after may become due to the contractor under this or any other contract with BSNL. Should this sum be not sufficient to recover the full amount recoverable the contract or shall pay to BSNL Raipur on demand the balance remaining due.
- 1.8 No official of Gazetted rank or other Gazetted officer employed in Engineering or administrative duties in an Engineering BSNL Raipur or any other BSNL Raipur of the BSNL of India is allowed to work as a contractor for a period of two years after his retirement from BSNL service without the previous permission of BSNL of India. This contract is liable to be cancelled if either the contractor or any of his employees is found at any time to be such a person who hadn't obtained the permission of BSNL of India as aforesaid before submission of the engagement In the contractor's service as the case may be.
- 1.9 In the event of the contractor being, adjusted insolvent or going voluntarily into liquidation of having received order or other order under insolvency act made against him or in the case of company, of the passing of any resolution, or making of any order for winding up whether voluntarily or otherwise, or in the event of the contractor failing to comply with any of the conditions herein specified. The GM BA Raipur shall have the power to terminate the contract without any notice.
- 1.10 Without prejudice to any of the rights or remedies under this contract, if the contractor dies, the (the GM BA Raipur) on behalf of the President can terminate the contract without compensation to the contractor. However (GM BA Raipur) at

his discretion may permit contractor's heirs to perform the duties or engagements of the contractor under the contract, in case of his death. In this regard the decision of (GM BA Raipur) shall be the final.

- 1.11 In the event of the contractor, winding up his Company on account of transfer or merger of his company with any other, the contractor shall make it one of the terms and Stipulations of the contract for the transfer of his properties and business, that such other person. or company, shall continue to perform the duties or engagement of the contractor under this contract and be subject to his liabilities there under.

2.0 INTERPRETATION OF THE CONTRACT DOCUMENT:

- 2.1 The representative of (the GM BA Raipur) and the contractor shall in so far as possible by mutual consultation, by to decide upon the meaning and intent of the contract document. In-case of disagreement the matter shall be referred to GM BA Raipur whose decision shall be final. Any change in the contract: documents shall be set forth in writing by the representative of the parties hereto. It shall be the contractor's responsibility to thoroughly familiarize all of his supervisory personnel with the contents of all the contract documents.

3.0 NOTIFICATION:

- 3.1 The contractor shall give in writing to the proper person or authority with a copy to the Divisional Engineer such notification as may be mandatory or necessary In connection with the commencement, suspension, resumption, performance and or completion of the contracted work . All notice shall be given sufficiently in advance of the proposed operation to permit proper co-relation of activities and the contractor shall keep all proper persons or authorities involved and advised of the progress of operations throughout the performance of the work and/or with such 'other Information and or supporting figure and data as may from time to time as directed or required.

4.0 SHUT DOWN ON ACCOUNT OF WEATHER CONDITIONS :

- 4.1 The contractor shall not be entitled to any compensation whatsoever by reason of suspension of the whole or any part of the work made necessary by the BSNL or deemed advisable on account of bad weather conditions or other force majeure conditions. .

5.0 TAXES AND DUTIES:

- 5.1 Contractor shall pay all rates, levies, fees royalties, taxes and duties payable or arising from out of, by virtue of or in connection with and/or incidental to the contract or any of the obligations of the parties in terms of the contractor documents and / or in respect of the works or operations or any part thereof to be performed by the contractor and. the contractor shall indemnify and keep indemnified the BSNL Raipur from and against the same or any default by the contractor in the payment thereof. GST as applicable will be paid by BSNL.

6.0 PROTECTION OF USE AND PROPERTY AND EXISTING FACILITIES:

- 6.1 The contractor is fully responsible for taking all possible safety precaution during preparation for and actual performance of the works and for keeping the construction site in a reasonable safe condition. The contractor shall protect all life and property from damage or losses resulting from his construction operations and shall minimize the disturbance and inconvenience to the public.
- 6.2 If the excavation of trench alters the contours of the ground around road and highway crossing in such locations dangerous to traffic, the contractor shall at his own cost, take all necessary precautions to protect public and shall comply with all the BSNL Raipur regulations as to placing of warning boards (Minimum size 3' x 2'), traffic signals, barricades, flags etc., at such location. If the contractor does not put the warning signal as per above directions, then a penalty of Rs. 500/- per day shall be levied on the contractor, till the directions are complied by the contractor. The contractor shall take due precautions to avoid damages to other pipe lines, water mains, sewers, telephones, telegraphs and power conduits, laid wires poles and guy wires, railways, highways, bridges or other underground or above ground structure and/or property crossing or adjacent to the cable trench being excavated.
- 6.3 Attention of the contractor is drawn to the rules regarding laying of cables at road crossing, along Railways Bridges, Highways safety precautions while working In public street. The contractor in writing shall obtain the detailed engineering instructions from the Divisional Engineer of the area.
- 6.4 The contractor shall be solely responsible for location through approved non-destructive means and ensuring the safety of all existing underground pipeline, electrical cables, and or other structures.
- 6.5 The contractor shall be solely liable for all expense for and in respect of repairs and / or damage occasioned by injury of or damage to such underground and above structures or other properties and under take to indemnify the BSNL Raipur from and against all actions, cause of actions, damages, claims and demands what-so-ever, either In law or in equity and all losses and damages and costs (inclusive between attorney and client), charges and expenses in connection therewith and / or incidental thereto. The contractor shall take all responsibilities and risk in crossing other pipelines and cables

and shall be responsible for protecting all such existing pipelines, poles, electric lines, sewers, cables or other facilities from damage by the contractor's operation in connection with the work. The contractor without cost of the BSNL Raipur shall promptly repair any damage incurred.

- 6.6 The current market value of any commodities lost as a result of any damage to the aforesaid existing facilities shall be paid by the contractor together with such additional sums necessary to liquidate the personal of property damages, resulting there from.

7.0 LABOUR WELFARE MEASURES AND WORKMAN COMPENSATION:

- 7.1 **Obtaining License before commencement of work:** The contractor shall obtain a valid labour license under the Contract labour (R&A) Act 1970 and the Contract: Labour (Regulation and Abolition) Central Rules 1971, before commencement of the work, and continue to have a valid licence until the completion of work. The contractor shall also abide by the provisions of the Child Labour (Prohibition and Regulation) Act 1986. Any failure to fulfill this requirement shall attract the penal provisions of this contract arising out of the resultant non-execution of work. .

7.2 Contractors Labour Regulations:

7.2.1.0 Working Hours

- 7.2.1.1 Normally working hours of an employee should not exceed 9 hours a day. The working day shall be so arranged that Inclusive of Interval for rest, if an')(, it shall not spread over more than 12 hours on any day.
- 7.2.1.2 When a worker is made to work for more than 9 hours on any day or for more than 48 hours in any week he shall be paid over time for the extra hours put in by him. .
- 7.2.1.3 Every worker shall be 'given a weekly holiday normally on a Sunday, in accordance with the previsions of Minimum Wages (Central) Rules 1960, as amended from time to time, Irrespective of whether such worker Is governed by the Minimum Wages Act or not. . . .
- 7.2.1.4 Where the minimum wages prescribed by the BSNL, under the Minimum wages Act. are not Inclusive of the wages for the weekly day of rest, the 'worker shall be entitled to rest day wages, at the rate applicable to the next preceding day, provided he has worked under the same contractor for a continuous period of not less than 6 days.
- 7.2.1.5 Where a contractor is permitted by the Engineer-in-Olarge to allow a worker to work on a normal weekly holiday, he shall grant a substituted holiday to him for the whole day, on one of the five days, immediately before or after the normal weekly holiday, and pay wages to such worker for the work performed on the normal weekly holiday at the overtime rate.

- 7.2.2.0 **Display Of Notice Regarding Wages Etc:** The contractor shall, before he commences his work on contract, display and correctly maintain and continue to display and correctly maintain, In a dear and legible condition in conspicuous places on the work, notices in English and in local Indian languages spoken by the majority of the workers, giving the minimum rates of the wages fixed under Minimum Wages Act, the actual wages being paid, the hours of work for which such wage are earned, wages periods, dates of payments of wages and other relevant information.

7.2.3.0 Payment of Wages.

- 7.2.3.1 The contractor shall fix wage periods in respect of which wages shall be payable.
- 7.2.3.2 No wage period shall exceed one month.
- 7.2.3.3 The wages of every person employed as contract labour in an establishment or by a contractor, where less than one thousand such persons are employed, shall be paid before the expiry of seventh day and in other cases before the expiry of tenth day after the last day of the wage period in respect of which the wages are payable.
- 7.2.3.4 Where the employment of any worker is terminated by or on behalf of the contractor, the wages earned by him shall be paid before the expiry of the second working day from the date on which his employment is terminated.
- 7.2.3.5 All payment of wages shall be made by directly crediting the due amount into employee's/labour's bank account electronically. In case payment through bank account is not possible due to unavoidable & justified reasons, all such payment should be made manually on a working day at the work premises and during the working time and on, in presence of site Engineer or any other authorized representative of the Engineer-in-Charge, as the case may be and contractor has to get the manual payment receipt certified from engineer-in-charge/authorized person. Such manual payment is to be made on a date notified in advance and in case the work is completed before the expiry of the wage period, final payment shall be made within 48 hours of the last working day.

- 7.2.3.6 Wages due to every worker shall be paid by directly crediting the due amount into employee's bank account in normal course, otherwise it should be paid to him directly or to other person authorized by employee on his/her behalf in presence of site Engineer or any other authorized representative of the Engineer-in-Charge.
- 7.2.3.7 All wages shall be paid in current coin or currency or in both.
- 7.2.3.8 Wages shall be paid without any deduction *of* any kind except those specified by the -Central BSNL by general or special order in this behalf or permissible under the Payment of wages Act 1956.
- 7.2.3.9 A notice showing the wages 'period and the place and time of disbursement of wages shall, be displayed at the place *of* work and a copy sent by the contractor to the Engineer in-Charge under acknowledgement.
- 7.2.3.10 It shall be the duty of the contractor of to 'ensure the disbursement of wages in presence of the site Engineer or any other authorized representative of the Engineer-in-Charge who will be required to be present at the place and time of the disbursement of wages by the contractor to workmen.
- 7.2.3.11 The contractor shall obtain from the site Engineer or any other authorized representative of the Engineer-in-Charge, as the case may be, a certificate under his signature at the end of the entries in the "Register of wages" or the "Wage-cum-Muster Roll", as the case may be, In the following form:-

"Certified that the amount shown in the column No has been paid to the workman concerned in my presence on.....at....."

7.2.4.0 Fines and deductions which may be made from wages

- 7.2.4.1 The wages of a worker shall be paid to him without any deduction of any kind except the following
- (a) Fines
- (b) Deductions for absence from duty i.e. from the place or the places where by the terms of his employment he is required to work. The amount *of* deduction shall be in proportion to the period for which he was absent.
- (c) Deductions for damage to or loss of goods expressly entrusted to the employed person for his duty, or for loss of money or any other deductions which he is required to account, where such damage or loss is directly attributable to his neglect or default.
- (d) Deduction for recovery of advances or for adjustment of overpayment of wages, advances granted shall be entered in a register.
- (e) Any other deduction, which the Central BSNL may from time to time, allows.
- 7.2.4.2 No fines should be imposed on any worker save in respect of such acts and omissions on his part as have been approved of by the Labour Commissioner.
- 7.2.4.3 No fine shall be imposed on a worker and no deduction for damage or loss shall be made from his wages until the worker has been given an opportunity of showing cause against such fines or deductions.
- 7.2.4.4 Every fine shall be deemed to have been Imposed on the day of the act or omission in respect of which it was imposed.

7.2.5 Labour records

- 7.2.5.1 The contractor shall maintain **Register of Persons employed** on work on contract in Form XIII of the Contract Labour (R&A) Central Rules 1971.
- 7.2.5.2 The contractor shall maintain a **Muster Roll** register In respect of all workmen employed by him on the work under Contract in Form XVI of the a. (R&A) Rules 1971.
- 7.2.5.3 The contractor shall maintain a **Wage Register** in respect of all workmen employed by him on the work under contract in Form XVII of the CL (R&A) Rules 1971.
- 7.2.5.4 **Register of accidents** - The contractor shall maintain a register of **accident** such form as may be convenient at the work place but the same shall include the following particulars:
- a) Full Particulars of the labourers who met with accident.
 - b) Rate of wages
 - c) Sex
 - d) Age
 - e) Nature of accident and cause of accident
 - f) Time and date of accident

- g) Date and time when admitted in hospital
- h) Date of discharge from the hospital
- I) period of treatment and result of treatment
- j) Percentage of loss of earning capacity and disability as assessed by Medical officer.
- k) Claim required to be paid under Workmen's Compensation Act.
- l) Date of payment of compensation.
- m) Amount paid with details of the person to whom the same was paid
- n) Authority by whom the compensation was assessed
- o) Remarks

7.2.5.5 The contractor shall maintain a **Register of Fines** in the Form XII of the a. (R&A) Rules 1971 the contractor shall display in a good condition and in a conspicuous place of work the approved list of acts and emission for which fines can be imposed.

7.2.5.6 The contractor shall maintain a **Register of deductions for damage** or loss in Form XX of the a. (R&A) Rules 1971.

7.2.5.7 The contractor shall maintain a **Register of Advances** in Form XXIII of the a. (R&A) Rules 1971.

7.2.5.8 The contractor shall maintain a **Register of Overtime** in Form XXIII of the a. (R&A) Rules 1971.

7.2.6 Attendance card-cum wage slip

7.2.6.1 The contractor shall issue an **Attendance card cum wage slip** to each workman employed by him.

7.2.6.2 The card shall be valid for each wage period,

7.2.6.3 The contractor shall mark the attendance of each workman on the card twice each day, once at the **commencement** of the day and again after the rest interval, before he actually starts work.

7.2.6.4 The card shall remain in possession of the Worker during the wage period under reference.

7.2.6.5 The contractor shall complete the wage slip portion on the reverse of the card at least a day prior to the disbursement of wages in respect of the wage period under reference.

7.2.6.6 The contractor shall obtain the signature or thumb Impression of the worker on the wage slip at the time of disbursement of wages and retain the card with him.

7.2.7 Employment card

The contractor shall issue an Employment Card in the Form XIV of a. (R&A) Central Rules 1971 to each worker within three days of the employment of the worker.

7.2.8 Service certificate

On termination of employment for any reason whatsoever the contractor shall issue to the workman whose services have been terminated, a Service Certificate in the form XV of the a. (R&A) Central Rules 1971.

7.2.9 Preservation of labour records

The Labour records and records of Fines and deductions shall be preserved in original for a period of three years from the date of last entries made in them and shall be made available for inspection by the Engineer-in-Large or Labour Officer or any other officers authorized by the Ministry of Communication in this behalf.

7.3 Power of labour officer to make investigations or enquiry

The labour officer or any person authorized by the Central BSNL on their behalf shall have power to make enquiries with a view to ascertaining and enforcing due and proper observance of Fair Wage Causes and provisions of these Regulations. He shall investigate into any complaint regarding the default made by the contractor In regard to such revision.

7.4 Report of Investigating officer and action thereon

The Labour Officer or other persons authorized as aforesaid shall submit a report of result of his investigation or enquiry to the Engineer in-charge indicating the extent, if any, to which the default has been committed with a note that necessary deductions from the contractor's bill be made and the wages and other dues be paid to the labourers concerned. The Engineer in-charge shall arrange payments to the labour concerned Within. 45 days from the receipt of the report from the Labour Officer or the authorized officer as the case may be.

7.5 Inspection' of Books And Slips

The contractor shall allow inspection of all the prescribed labour records to any of his workers or to his agent at a convenient time and place after due notice is received or to the Labour Officer or any other person, authorized by the Central BSNL on his behalf.

7.6 Submission of Returns

The contractor shall submit periodical returns as may be specified from time to time.

7.7 Amendments

The Central BSNL may from time to time add to or amend the regulations and on any question as to the application/interpretation or effect of those regulations.

8.0 INSURANCE:

8.1 Without limiting any *of* his other obligations or liabilities, the contractor shall, at his own expense, take and keep comprehensive insurance including third party risk for the plant, machinery, men, materials etc. brought to the site and for all the work during the execution. The contractor shall also take out workmen's compensations insurance as required by law and under take to indemnify and keep indemnified the BSNL from and against all manner of claims and demands and losses and damages and cost (including between attorney and client) charges and expenses that *may* arise in regard the same or that the BSNL *may* suffer or incur with respect to end / or incidental to the same . The contractor shall have to furnish originals and / or attested copies as required by the BSNL Raipur of the policies of insurance taken within 15 . (fifteen) days of being called upon to do so together with all premium receipts and other papers related thereto which the department may require.

8.2 The Contractor should make necessary arrangement for Life Insurance of the Workmen against any accident during the execution of work as per the labour law.

9.0 COMPLIANCE WITH LAWS AND REGULATION:

9.1 During the performance of the works the contractor shall at his own cost and initiative fully comply with all applicable laws of the land and with any and all applicable by-laws rules, regulations and orders and any other provisions having the force of law made or promulgated or deemed to be made or promulgated by the BSNL, BSNL agency or BSNL Raipur, municipal board, BSNL of other regulatory or Authorized body or persons and shall provide all certificates of compliance therewith as may be required by such applicable law. By-laws, Rules, Regulations, orders and / or provisions. The contractor shall assume full responsibility for the payment of all contributions and pay roll taxes, as to its employees, servants or agents engaged in the performance of the work specified in the contractor documents. If the contractor shall require any assignee or sub-contractor to sham any portion of the work to be performed hereunder may be assigned, sub-leased or sub-contracted to comply with the provisions of the clause and in this connection the contractor agrees as to undertake to save and hold the BSNL harmless and indemnified from and against any/all penalties, actions, suits, losses and damages, claims and demands and costs (inclusive between attorney and client) charges and expenses whatsoever arising out or occasioned, indirectly or directly , by failure of the contractor or any assignee or sub-contractor to make full and proper compliance with the said by-laws , Rules, Regulations, Laws and Order and provisions as aforesaid.

10. TOOLS AND PLANTS:

The contractor shall provide at his own cost all tools, plants appliances, implements etc. required for proper execution of works. The contractor shall also supply without charge the requisite number of persons with the means and materials. necessary for the purpose of setting out works, counting, weighing and assisting the measurements for examination at any time and from time to time. The contractor shall be responsible to make all arrangements, at his own cost for de-watering of trenches/ducts and de-gasification of the ducts before carrying out the work. The contractor shall also be responsible to make arrangements, at his own cost, for water required for carrying of works at sites including curing of CC/RCC works. Failing his so doing the same may be provided by the Engineer-in-charge at the expense of the contractor and the expenses shall be deducted from any money due to the contractor under this contract or otherwise.

10.1 Compliance of EPF Act - 1952

The contractor will have to fulfill / compliance of provision of EPF & misc. provisions Act - 1952 & employees provident fund scheme 1952 by the contractor in respect of Labours / Employees engaged by them. for performing the work in BSNL while submitting the claim of bills to wards works executed by him, he must accompany the

- (i) List showing the details of Labours / employees engaged
- (ii) Duration of their engagement

(iii) The amount of wages paid to such Labours / employees for the duration in question.

(iv) Amount of EPF contribution (both employees & employers) for the duration in question

(v) Copies of authenticated of payment of such contribution to EPF authority and a declaration from the contractor regarding compliance of EPF Act – 1952

10.2 If contractor fails to compliance the EPF Act 1952 ,BSNL Shall deduct the EPF (Both Employees & Employers) and deposited to EPF authority under BSNL EPF accounts.

10.3 The tenderer will observe necessary formalities as per the provision of the labour act & the following points may be implemented.

(a) The payment of workers by the contractor is to be carried out as per rate approved by the Central Govt. from time to time in the presence of the controlling officer or his authorized representative and he should sign in the register to this effect

(b) The tenderer has to maintain the mandatory labour registers (Under Contract labour(R&A) Act 1970)

i. Register of Workmen Employed by Contractor in form XIII.

ii. Employment Card in form XIV.

iii. Muster roll registers in form XVI,

iv. Register of wages in form XVII

v. Register of wages cum muster roll in form XVIII

vi. Wage slip in form XIX

vii. Register of deduction for damage Or loss in form XX

viii. Register of fines in form XXI

ix. Register of advance in form XXII

x. Register of OT in form XXIII

xi. Register of accidents

(c) The workers engaged by the contractors must be covered under ESI and EPF scheme by the contractor himself as per rules.

(d) The contractor will issue employment cards of engaged workers.

(e) The contractors will have to supply the details as asked as per RTI act as and when required.

11.0QUALITY OF WORK: The BSNL shall be the final judge of the quality of the work and the satisfaction of the BSNL in respect thereof set forth in the contract documents. Laxity or failure to enforce compliance with the contract documents by the BSNL and/or its representative shall not manifest a change or intent of waiver, the intention being that, notwithstanding the same, the contractor shall be and remain responsible for complete and proper compliance with the contract documents and the specification there in. The representative of BSNL as the right to prohibit the use men and any tools, materials and equipment which in his opinion do not produce work or performance meet the requirement of the contract documents.

12.0 THE AGENCIES AND ITSRESPONSIBILITIES:

) The contractor should possess valid license to take up the work in accordance with contract Labour (R & A) Act.

b) The Agency should replace its persons when it is found by the designated officer that they are not discharging their duties up to the mark.

c) The Agency should strictly adhere to the Statutory Regulations viz. **Wages, EPF and ESI** as per schedule rate and adhere relevant Acts in force in respect of each item (For the whole tender period including extension period). If at a later date, t h e GMTD B S N L will issue any order for rising the wages by fixing any anti-date for which the difference of wages applicable EPF, ESI will be payable by BSNL Raipur to the contractor and the wages should be disbursed to the manpower within 5 days of receipt of cheque from BSNL, Raipur based on their Bill for the difference amount claimed by them failing which a penalty of 1% for each week or part thereof will be levied and the same will be recovered from his next bill.

d) The Agency should intimate the list of Manpower employed by them separately for Male/female (above 18 years old only) within 10 days of signing of the agreement.

e) In case of additional requirement of manpower, the Agency should be in a position to supply them at specified rates only without delay.

- f) In case it is found by BSNL that any property or material of the BSNL is lost or put to loss/damage due to the negligence of the agency's labourer, the contractor will be held fully responsible and should reimburse the cost of loss/damage so incurred. The decision of General Manager, BSNL, Raipur as to the quantum of loss / damage and negligence is final.
- g) In case any workman of the agency suffers injury / damage or meets with an accident during the discharge of duty, the entire cost of compensation should be borne by the agency and the BSNL will stand fully indemnified against any claim/damage/Compensation.
- h) Minimum wages applicable and as fixed by the concerned authority should be arranged to be paid with pay slips (Pay slips should contain the amount of EPF amount deducted and EPF Numbers) periodically to the persons engaged by the agency not later than the 7th of every month. If the rate quoted is not meeting the minimum requirement, such tender(s) will be summarily rejected as non-responsive.
- i) All records as envisaged under Contract Labour Acts should be maintained and these records are subject to scrutiny by competent authorities. These records may be submitted for scrutiny of AGM (NWP), by 15th of every month.
- j) Successful tenderer should ensure that the work awarded will not fall into the hands of outsiders, such as sub-letting etc under any circumstances and sub contract if any will not be permitted and in such cases the contract awarded to the successful Tenderer will be terminated and security deposit will be forfeited and Bank Guarantee will be encashed.
- k) The contractor shall be responsible for maintaining of the following register/records required to be maintained under various labour laws.
- 1) Register of Attendance/ Muster Roll
 - 2) Register of Wages
 - 3) Register of Fines
 - 4) Register of Wage slips

Format of wage slip

Sl No	Name of the Labourer(s)	No.of days worked	Fair wage	Total	EPF	ESI	Net Amount paid

- m) The contractor will obtain from the concerned Assistant Labour Commissioner (Central) a valid license under the Contractor Labour (R&A) Act 1970 and the Contract Labour (Central) Rules 1971 prior to the commencement of work. Any other Certificate from any other jurisdiction will not be accepted and the work awarded shall stands cancelled. The General Manager, BSNL, and Raipur reserves the right to proceed further as deemed fit.
- n) The Contractor shall ensure to meet their obligations arising out of the employees Provident Fund and Miscellaneous Provisions Act 1952 by making regular deductions of employee's contribution and payment of both employee's and employer's contribution for the persons engaged by them to the concerned office of the Regional Provident Fund Commissioner. A copy of the challan showing deposit of the monthly contribution along with list of labours to whom payment is made shall invariably be provided to the principal employer. It is the responsibility of the Contractor to obtain annual EPF Balance Sheet and distribute them among all the persons engaged by them under proper acquaintance under intimation to Asst. General Manager, (Admn), O/o G.M.T.D. , BSNL, Raipur not later than the month of May of every year.
- o) The successful Tenderer while submitting the Bill, the following details are to be enclosed along with the bill.
- i) List showing the details of persons engaged (Muster Roll).
 - ii) Duration of their engagement.
 - iii) The amount of wages paid to such persons for the duration in question (Wage Slip)
 - iv) Amount of EPF contribution.(Both employer's & employees' contribution) For the duration of engagement in question, paid to the EPF Authorities. Mention the amount separately for each category.
 - v) Copies of authenticated documents of payments of such contribution to EPF authorities and a declaration from the contractor regarding compliance of the conditions of EPF Act, 1952.

vi) In respect of uncovered ESI area ESI amount will not be payable to the contractor but the contractor should take work man compensation Insurance policy for this uncovered ESI area and produce the original receipt and policy to BSNL Raipur and the amount paid by the tenderer for the insurance policy only will be reimbursable for which he shall produce and advanced stamped receipt for the above amount.

- P) The Tenderer should adhere all the administrative rules of the contract labour (Central) Rules and their instructions issued by that office from time to time with respect to the establishment of the organization and the manpower engaged by them in relation to the welfare and financial activities of the manpower.
- q) The engagement of the manpower should be done after verifying the antecedents of the manpower units through local government offices.
- r) The successful bidder, if any manpower is absent for more than one month and he/she is not likely to resume duty, the names of such unit should be deducted and information in this regard to be given to GM, BSNL, Raipur and also furnish the name of the units added due to replacement. The EPF rules should also be applied for left out and replaced units.
- s) The Police verification of the persons against this service agreement is the responsibility of the Contractor / Agency. The necessary Police verification report has to be submitted by the Contractor / Agency with the first bill to be raised by him.
- t) It will be the responsibility of the contractor / Agency to make available all the facilities to the persons against by him as envisaged in the applicable labour laws.
- u) **Tenderer should issue ID card to the labours with his office seal.**
- v) **Employment ID card for engaged labour with Details of EPF /ESI No. are to be submitted before issue of Work Order.**

12.A MODE OF PAYMENT OF EPF/ESI:-

- (A) The Tenderer should register and pay the **EPF /ESI at Raipur**. In addition to the above, the tenderer should remit EPF on due dates failing which the penalty if any levied by EPF/ESI Labour commissioner will be recoverable from his next bill or security deposit and paid to EPF organization by BSNL Raipur. And for the above penalty, the tenderer is only held responsible.
- (B) The Tenderer should produce along with each month Bill the following records failing which the bill will not be processed for payment. For non-processing the bill, the tenderer will be responsible since he has not observed the conditions arising out of the contract.
- (i) The copy of the attendance register duly attested by the contractor concerned of the relevant month of the bill.
- (ii) The acquaintance of payment made to labours for the previous month wages duly mentioning the Name, Place of Working and the Signature with date the acquaintance should contain the gross amount, each deductions made with details of amount and net payment made.
- (III) The attested copy of EPF/ESI payment of previous month along with details duly mentioning their names and amount paid for each separate for employer share and employee's share.
- (iv) The xerox copy of code numbers allotted by the respective EPF to the labours engaged by the successful bidder should be submitted. The original code numbers issued by the respective organization ie EPF should be submitted to this office for verification. Further any additional units engaged by the successful bidder in the course of the contract, the code numbers should invariably be obtained from the respective organization and the same should be submitted to this office within fifteen days from the date of engagement.
- (v) The contractor should also ensure – credit of EPF payments to the respective employees atleast every quarter and should furnish statement to each official their up to date credit before 25th of April, July, October and January after confirming from EPF organization and a copy of the statement to be given to AGM (Admn/NWP/CFA) only on receipt of the statement the bill for the earlier month work will be processed for payment. If the tenderer fails to remit EPF to EPF authorities on due dates fixed by EPF authorities, the same will be recovered from their next bill with 1% penalty for every week delay or part thereof and in addition to any penalty levied by EPF authority will be deducted from their subsequent bill and the EPF subscription will be remitted to EPF authorities directly by BSNL Raipur for which the tenderer should furnish EPF account No(s) within one month from the date of award of contract. If the tenderer fails to remit EPF payments for 3 times, GMT, BSNL Raipur if not condoned the delay with penalties, the contract awarded will be terminated immediately.

(vi) ESI at the rate of 3.25% on basic rate of rate schedule is applicable for all the Districts in Raipur SSA.

13 DAMAGES TO HUMANLIFE/BSNL PROPERTY/PRIVATE ROPERTY

While carrying out the work, if any accidents / damage done to the properties /human life, consequent loss will have to be borne by the contractor. The contractor will be entirely responsible for the damages caused during execution of work, to the properties belonging not only to BSNL but also to other Depts, Organizations, Other Private Operators and individuals.

13.1 Sub contract is not permitted. If found at latter date subcontract is awarded, the SD will be forfeited and the contract will be terminated and black listed.

13.2. **Child Labour : Engaging child (below the age of 18) is totally prohibited.** The Contractor(s) shall not employ persons below the age of 18 years both Male and Female. The men/women above the age of 18 years should be engaged for the work

13.3 FAIR WAGES CLAUSE: The Contractor(s) shall pay wages not less than the fair wage to the labours engaged by him/they for the work as per minimum wages labour Act. Explanation:

(a) 'Fair Wage' means wage whether for time or place of work fixed by Law or otherwise notified at the time of inviting tenders for the work and with such wages prescribed by the Chief Labour Commissioner (Central) for the District in which the work is done.

(b) The Contractor(s) shall, notwithstanding the provisions of any contract to the contrary, cause to be paid a fair wage to labourers indirectly engaged for the work, including any labour engaged by his sub contractor(s) in connection with the said work, as if the labourers had been immediately engaged by him/they. Vis-a-vis the Union Government of India, the Contractor(s) shall be deemed to be part of this Contract and any breach thereof shall be breach of this contract/agreement.

13.4 All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the use of BSNL without reference to the actual loss or damage sustained and whether or not any damage shall have been sustained.

13.5. In case of a tender by partners, any change in the constitution of partnership shall be forthwith notified by the Contractor(s) to the GM, BSNL, and Raipur.

13.6 The Contractor(s) shall at all times indemnify the CMD, BSNL against any claim which may be made under the Workmen's Compensation Act, 1923 or any statutory modifications thereof or otherwise for or irrespective of any damages or compensation in sequence of any accident or injury sustained by any workmen or other person whether on the employment of the contractor(s) or not. In every such case in which by virtue of the provisions of Section.12, Sub Section.1 of the Workmen's Compensation Act, 1923, the BSNL is obliged to pay compensation so paid and without prejudice to the rights of BSNL under Section.12, Sub Section.2 of the said Act. BSNL shall be at liberty to recover such amount or any part thereof by deducting it from the Security Deposit or from any sum due by the BSNL to the Contractor(s) under this Contract or otherwise. BSNL shall not be bound to contest any claim made against it under Section.12, Sub Section.1 of the said Act, except on the written request of the contractor(s) and upon his/their giving to the BSNL full security for all costs for which the BSNL might become liable in consequence of contesting such claim

13.7 The rate quoted shall remain the same throughout the period of contract including the period of extension. The successful Tenderer will be required to pay wages notified by State/ Central labour Commissioner which ever is higher. They can only deduct the EPF 13.00% & ESI 3.25% in wages as per the rate schedule. As per order dated 17.03.2017 the rate fixed by Central Labour Commissioner for Labour for Raipur SSA. In the event of any short payment made other than the above deduction which will be recovered from his/her next bill with 2% penalty and the short payment so recovered will be paid by BSNL and any increase in rate sanctioned & paid to the contractor by G.M., BSNL, Raipur will be payable with the only deduction of proportionate EPF/ESI and administrative charges as mentioned above. The short payment of additional wages will be dealt as mentioned above.

13.8 Weekly OFF:-

- i) Weekly off shall be granted only if a labour has performed duty continuously for six days.
- ii) For National Holiday it is treated as working day for calculating the weekly off.
- iii) If a labour(s) worked on the Weekly Off are to be claimed in the bill separately.

13.9 A labour performing 8 hours minimum duty per day for six days in a week only eligible for weekly off as in **Clause**

13.8

13.10. Part time duty performed will not be eligible for weekly off.

13.11 If any of the labourer is terminated by or on behalf of the contractor the wages earned by him shall be paid before the expiry of the second working day from the day on which his employment is terminated.

13.12 This tender is purely a work contract. The awards of contract do not confer any right by any of the persons engaged by the contractor for an appointment/absorption in BSNL.

13.13 No additional amount should be claimed due to revision in working hours i.e for attending fault beyond duty hours.

14. MODE OF PAYMENT TO THE AGENCY

14.1. **E-Payment:** - Contractor's bill payment shall be made through E- payment to concerned contractor's bank account no. for which a consent letter with others details given in Annexure-I should be filled in and signed by the Tenderer and got signature from Bank Manager.

14.2 The bills raised on “General Manager, BSNL, Raipur” should be submitted in Duplicate (Separate Bills for Each District) every month with an Advance stamped Receipt along with proof of payment of wages, EPF and ESI for the month for which bill is raised by the agency to The AGM (NWP), O/o General Manager, BSNL, Raipur with necessary certificates from concerned Unit Officer for processing the payment by Cheque. Necessary deduction towards Income Tax, Surcharges and loss / damage shall be made from the bills at the time of payment as per the prevailing rules and conditions from time to time. If the labourers are absent in a unit (sub-division) then that unit will be immediately be replaced by the successful Tenderer by another labour and if not replaced the proportionate approved wages of such absentee will be deducted from the Bill along with additional 1% of the units wages deducted as penalty. The bills will be paid by AO cash O/o General Manager, BSNL, Raipur the payment to the successful agency will be made on the basis of actual number of manpower supplied each day and computed on monthly basis. The agency can not claim for the payment of the L1 rate that is to say the payment will be directly proportionate to the number of hours engaged on pro- rata basis by them as per the certificate given by the unit officers concerned. The bill will be processed and payment will be done within 3 weeks from the date of receipt of the bill. The contractor ought to have make the payment on or before 6th of every month without waiting for clearance of the bill.

15 The BSNL will not be responsible either to the Contractor or to its workers deployed at these work points for any medical assistance/injuries/death or any kind of loss occurred to employees deployed by the contractor

SECTION VI**Specification and Scope of Work****Service to be provided by the contractor or his/ her representatives****A. Work of Contract Labour:-**

1. Measurement of OFC fault by OTDR.
2. Digging of joint pit/Trench.
3. Splicing of OFC cable.
4. Pulling cable laying of OFC/UG Cable.
5. Fixing of splitter.
6. Internal wiring /fitting of FTTH/ Land line connection.
7. Configuration of lease line, FTTH Modem
8. Should have knowledge of Hindi/English Typing.
9. Should have knowledge of SAP, CRM, Clarity, Sanchar soft M/S Office, Internet, email.
10. File handing work and daily day to day office work.
11. Fault removing of Land line, cable, Broadband, Lease line.
12. Revenue collection & Booking of New Telephone, Broadband, Lease line, FTTH, Mobile Connection.
13. BSNL Marketing and Mela.
14. Mobile. No. and email capturing of BSNL customer.
15. Rehabilitation/Rectification of cable, Pillar, MDF, DP.
16. Daily monitoring of exchange BTS generator.
17. Daily monitoring of, Transmission system and testing of PCM/Fiber.
18. Posting of Poster, Banner of Retailer Premises.
19. Refueling of diesel in DG sets and maintaining log book of diesel refueling. (The contract for supply of diesel on site shall be separate and is not part of this contract)
20. Starting/ stopping of the DG set in case of power failure and auto start up failure and making entries in the log book.
21. Switching on and switching off of ACs.
22. Cleaning of power plant, DG battery, firefighting equipment, other equipment at site
23. Answering of telephone, noting of complaints and passing information immediately to specified competent authority.
24. 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.
25. Restricting access to the site for un-authorized persons and opening & closing of gate as and when required.
26. Keeping exchange/office premises in hygienic conditions inside & outside.
27. Informing BSNL officer in charge Exchange/ BTS about any alarm/ fault message immediately.
28. Help in testing of fire alarm, firefighting equipment etc when desired by officer in charge
29. Running water pump (if any) as and when required.
30. Watering the plants (if any) as and when required.
31. Any other works that may be incidental and related to proper up keep of the telecom site.
32. Cleaning of floor, door, window, ceiling, office apparatus and plant and toilet etc.
33. Rigger work of BTS Maintenance.
34. Driving of Departmental Vehicles
35. Security of Telephone Exchange and Buildings.

B. Classification of services required at each category of site

Category of Site	Services required
A - Urban Site	1 to 32
B - Rural Site	1 to 32
C - Pure Office Site	8,9, 10, 12, 13,14 ,19,20,21,23,24,25,26,29,30,31,32

Note:

1. Sites mean the location where Labour will be deployment or work office in the same building.
2. Services may be vary/ modify depending upon site by the SSAs.

A. Details of Requirements of Labour for Zone-3 :-

S.no	Work Under SDOT	semiskilled	Un Skilled	Total
1	SDE (CM) Durg	0	1	1
2	SDE (CMTX) RDN	0	2	2
3	SDE (RLU) Durg	0	2	2
4	SDE (Tx & NOFN) Durg	1	0	1
5	SDE(Bldg) Durg	0	5	5
6	SDE(E-10 B) Durg	0	5	5
7	SDE(Store)Durg	0	2	2
8	SDOP Rajnandgaon	0	3	3
9	SDOT Balod	0	4	4
10	SDOT Bemetara	0	2	2
11	SDOT Dongargaon	0	3	3
12	SDOT Dongargarh	0	3	3
13	SDOT Durg	0	6	6
14	SDOT Kawardha	0	3	3
15	SDOT Khairagarh	0	4	4
Total=		1	45	46

Note:-

1. The service Category/ No of Unit/timing of shit / site can be modified as per requirement)
2. I hereby agree to provide services at all the above sites and shifts as required and have accordingly quoted the rates of all in the Financial Bid in Section XIII.
3. There may be variation in the requirement as lower as 25% of the requirement

SECTION VII

PERFORMANCE SECURITY BOND FORM

BG No. -----**Date**-----

Amount-----**Valid up to**-----

1. In consideration of the GM BA BSNL (hereinafter called 'the BSNL') having agreed to exempt _____ (hereinafter called 'the said Contractor (s)') from the demand, under the terms and conditions of an agreement/(Purchase Order) No. _____ Dated _____ made between _____ and _____ for _____ for the supply of _____ (hereinafter called "the said Agreement") of security deposit for the due fulfilment by the said Contractor(s) of the terms and conditions contained in the said Agreement on production of a bank guarantee for _____ we, (Name of the bank) _____ (hereinafter referred to as "the Bank") at the request of _____ contractor(s) do hereby undertake to pay to the BSNL an amount not exceeding _____ against any loss or damage caused to or suffered or would be caused to or suffered by the BSNL by reason of any breach by the said Contractor(s) of any of the terms and conditions contained in the said Agreement.
2. We (Name of the Bank) _____ do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the BSNL stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the BSNL by reason of breach by the said contractors) of any of terms or conditions contained in the said Agreement or by reason of the contractors) failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee, where the decision of the BSNL in these counts shall be final and binding on the Bank. However, our liability under this guarantee shall be restricted to an amount not exceeding _____.
3. We undertake to pay to the BSNL any money so demanded notwithstanding any dispute or disputes raised by the contractor(s)/Supplier(s) in any suit or proceeding pending before any court or tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the contractor(s)/Supplier(s) shall have no claim against us for making such payment.
4. We (Name of the bank) _____ further agree that the guarantee herein contained shall remain in full force and effect during the Period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues to the BSNL under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till _____ (office/Department) BSNL certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us writing on or before the expiry of Eighteen Months from the date hereof, we shall be discharged from all liability under this guarantee thereafter.
5. We (Name of the Bank) _____ further agree with the BSNL that the BSNL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said contractors) from time to time or to postpone for any time or from time to time any of the powers exercisable by the BSNL against and said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contractor(s) or for any forbearance, act or omission on the part of the BSNL or any indulgence by the BSNL to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
6. This guarantee will not be discharged due to the change in the Constitution of the Bank or the Contractor(s)/Supplier(s).
7. We (name of the Bank) _____ lastly undertake not to revoke this guarantee during its currency except with the previous consent of the BSNL in writing.

Dated the _____ day of _____
for _____

(Indicate the name of the Bank)

SECTION VIII

[To be executed on non judicial stamp paper not less than Rs.100/- or as per stamp Act of Finalized Tender cost (whichever is More)]

FORMAT OF AGREEMENT**By and in Between GM BA BSNL Raipur**

This agreement made on this _____ day of (month) (year) 2023 Between BSNL (A Govt. of India Enterprises) a company incorporated under the companies act 1956 vide incorporation certificate no -----having its registered corporate office at Bharat Sanchar Bhawan H.C. Mathurlane , Janpath New Delhi-110001 and Circle Office CGM o/o CGMT C.G. Circle Chhattishgarh Raipur (C.G.) and SSA GM BA O/o GM BA BSNL Raipur of the first part through AGM(NWP) O/o GM BA Raipur (C.G.) (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) empowered to execute this agreement through its resolution passed in the meeting of Board of directors .Its provisional acceptance tender vide number-----
-----Dated:_____ herein part of this agreement.

And

M/s ----- 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 his sole proprietor Mr. _____ empowered to execute this agreement.

Whereas the Party of First Part i.e. BSNL (A Govt. of India Enterprises) is and

Whereas the contractor has offered to enter into contract in pure labour contract: with the said BSNL for execution of work of -----

Vide NIT No. ----- (the BSNL RAIPUR) on the terms and conditions herein contained and the rates approved by

the BSNL (copy of Rates annexed) have been duly accepted and where as the "Service Provider" has deposited as SD Rs
_____ dated _____ from _____ Bank.

And

Whereas No interest will be claimed on the security deposits. The "Service Provider" has deposited as. The contractor shall, during the period of this contract: that is to say from - - - to - - - or completion of work for Rs. _____/- (Rs. _____) whichever is earlier or until this pure labour contract: shall be determined by such notice as is herein after mentioned, safely carryout, by means of labours employed at his own expenses and by means of tools, implements and equipment etc. to be supplied by him to his labour at his own expenses, all technical and associated works as described in documents (annexed to the agreement), when the BSNL or GM BA RAIPUR or any other persons authorized by GM BA RAIPUR in that behalf require. It is understood by the contractor that the quantity of work mentioned on the schedule is likely to change as per actual requirements as demanded by exigencies of service.

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

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

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

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

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

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

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

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

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

1.0 Article 1: SHORT TITLE EXTENT AND COMMENCEMENT

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

2.0 Article 2: DEFINITIONS

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

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

2.2.0 Parties: The Party of first Part and the Party of Second Part

2.2.1 Party of First Part means AGM(NWP) O/o GM BA Raipur (C.G.) authorized representative on Behalf of GM BA BSNL Raipur.

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

2.3.0 Man Power Assistance :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.

3.0 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.

3.1.0 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.

3.2.0 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.

3.3.0 **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.

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

3.6.0 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.

4.0 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:** 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 ant party during the tenure of the agreement or even after this agreement ceases to exist. And
- 4.7.6 Not to cause or permit to be caused any activity which may damage endanger the property rights or title of the Party of First Part.
- 4.7.7 Shall maintain all the records including duty roaster as per the requirement of Ministry of labour
- 4.8 The Party of second part hereby undertakes to indemnify BSNL against all actions, suits, proceedings, claims, losses, damages etc., which may arise under Minimum Wages Act, Fatal Accident Act, Workmen Compensation Act, Shops & Establishment Act, Family Pension & Deposit Linked Insurance Scheme Contract Labour (Regulation and Abolition) Act 1970 or any other Act or statutes not herein specifically mentioned but having any direct or indirect application for the person(s) engaged under this contract by him.
- 4.9 The Party of second part shall defend, indemnify and hold BSNL harmless from any liability, which may be imposed by the Central, State or local authorities and also from all claims, suits arising out of or by reason of the work provided by this contract including any liability that may arise out of accident, whether brought by the employees of the Party of second part or by the third parties or by the Central or State Government authority or any sub-division thereof.
- 4.10 BSNL shall not be responsible for any claim/compensation that may arise due to damages / injuries to the Party of second part's employee(s) under any circumstances while an employee(s) of the contractor is engaged in duty under the Contract.
- 4.11 (a) The Party of second part shall also be bound to discharge obligations as provided under various statutory enactment including the Employees Provident Fund & Miscellaneous Act, 1952, Employees Pension Scheme, 1995, ESI Act 1948, Contract Labour (Regulation and abolition) Act, 1970, Minimum Wages Act 1948, Payment of Wages Act 1936, Payment of Bonus Act, 1965, Payment of Gratuity Act, 1972, Workmen's compensation Act 1923, Works Contract Act, 1999 and other relevant Acts, Rules and Regulations in force and as amended from time to time and are in force in the State where the subject work under this Contract are executed.
- (b) The engagement and employment of labourers and payment of wages to them as per existing provisions of various labour laws and regulations is the sole responsibility of the Party of second part and any breach of such laws or regulations shall be deemed to be breach of this contract. BSNL may ask the contractor to produce documents to verify that these provisions/laws are complied with by the contractor.
- (c) All wages allied benefits such as leave, ESI, PF, Gratuity, Bonus etc, shall be paid by the Party of second part and BSNL shall not incur any liability or additional expenditure whatsoever for personnel deployed.
- 4.12 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
- 4.15 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 suchcode, 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.
- 4.19 Additional activities : The Party of Second Part undertakes to organize such additional activities which may be decided mutually from time to time which would contributes towards improvements of work culture and agrees to accept the terms and conditions as decided by the parties .
- 4.20 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 statuary/Govt.Taxes. The party of second part shall submit the copy of GST paid challan and EPF/ESI paid challan for the previous month along with the bill. While preparing the bill the party of second part shall bifurcate the amount of GST in bill submitted. The party of second part shall submit the bills quarterly consolidated for each SDCA duly signed and verified by the officer's in-charge for satisfactory work execution.

5.0 CONSIDERATIONS

5.1 Monthly fee

- 5.1.1 The Party of First Part shall pay to the Party of second Part an amount as applicable. Any demand by the party of second Part shall not be entertained by the Party of first Part to the Party of First Part towards any other use apart from this agreement shall not be claimed and is agreed to be sufficient consideration for payments of prescribed monthly fee.
- 5.1.2 The monthly fee shall not be increased under any circumstances what so ever by the party of second part.
- 5.2 Profit sharing:** The Party of Second Part shall not pay to the Party of First Part any amount as a profit sharing. Any demand by the party of first part shall not be entertained by the Party of Second Part to the Party of First Part towards the use and earning any profit by executing the work.
- 5.3 Taxes duties :**Any taxes or duties, imposed or assessed by the central government or any other authorized local bodies in respect of payment or dues paid by Party of First Part after signing this agreement, will be borne by the Party of Second Part.
- 6.0 SERVICE BY THE PARTY OF FIRST PART:** The Party of First Part here by agrees to provide following services in accordance with the terms of this agreements.
- 6.1 Functional management in respect of the competent government authorities for proper execution of this agreement in letter and spirit of this agreement.
- 7.0 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
- 8.0 Article 8: LIMITATION OF AGREEMENT**
- 8.1 Trademarks, trade names and trade secrets**
- 8.1.1 The Party of Second Part shall not claim any ownership right in trade mark, trade name, design, copyright, goodwill which is not the subject matter of this agreement but property of first party. It shall derive its power to use from the provision and clauses of this agreement only.
- 8.1.2 The Party of second Part shall not claim any ownership right on premises as it shall be property of party of party of first part. after complying all the mandatory provisions of applicable laws and contractual obligations. It shall derive its power to use from the provision and clauses of this agreement only.
- 8.1.3 The party of second part shall not incorporate any word or design deceptively and confusingly similar to Party of First Part's trade-mark, trade-name, design in its trade-mark, trade-name and trade-style other then the subject matter of the agreement.
- 8.1.4 The Party of Second Part agrees not to divulge any trade secrets that may be made available to it, in confidence. The Party of Second Part further agrees to ensure fidelity of information imparted to or available to them.
- 8.1.5 All the liabilities of the party of first part related to their business prior to the date of execution of this agreement shall be liabilities of the party of first part.
- 8.2 No 'Agency'**
- 8.2.1 The parties here to agree that the Party of Second Part is an independent entity. Nothing herein 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.
- 9.0 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.
- 10.0 TENURE AND RENEWAL OF THE AGREEMENT**
- 10.1 Tenure: The tenure of this MOU shall expire under _____ circumstances until unless specifically agreed and in written form accepted by parties, though this MOU ceased to exists if the _____.
- 10.1.1 Both the parties shall execute a new agreement in case if it is required to achieve the purpose stipulated in this agreement as per the modified law, statutory provisions, rules and regulation issued or changes by the competent authorities.
- 10.1.2 The parties shall not have any automatic right of termination under any of the clause and it shall be not discretions of the parties to terminate the present agreement.

- 10.2 Disbursement of dues ;Both the parties agree to initiate all the necessary activities to settle pending dues as per the scheme enumerated in other agreements, which comprehensively deals with this issue. Any such disbursement shall strictly as per the scheme.
- 10.3 Notwithstanding anything elsewhere herein provided and in addition to any other right or remedy of the BSNL under the Contract or otherwise, the BSNL shall be entitled to terminate the Contract by written notice at any time during the currency on or after the occurrence of any one or more of the following events or contingencies, namely:
- 10.3.1 Default or failure by the party of second part of any of the obligations of the party of second part under the Contract, including but not limited to:
- (a) Negligence in carrying out the works or carrying out of work found to be unsatisfactory by the competent authority in BSNL
 - (b) Abandonment of the works or any part thereof;
 - (c) Suspension of the entire works or any part thereof, for a period of 14 (fourteen) days or more without due authority from the BSNL
 - (d) Commission, permission or sufferance of any other breach of any of the terms, conditions or provisions of the Contract on the part of the party of second part to be paid performed and/ or observed;
 - (e) Failure to deposit the Initial Security Deposit within 10 (ten) days of receipt by the party of second part of Acceptance of Tender (in case applicable).
 - (f) Failure to execute the Contract in terms of the Form of Contract forming part of the Tender Documents within 10(ten) days of notice in this behalf from the BSNL;
- 10.3.2 If the party of second part is incapable of carrying out the work;
- 10.3.3 If the party of second part misconducts himself in any manner;
- 10.3.4 If there is any change in the constitution of the party of second part or in the circumstances or organization of the party of second part, which is detrimental to the interests of the work or the BSNL;
- 10.3.5 Dissolution of the party of second part or commencement of liquidation or winding up (whether voluntary or compulsory) of the party of second part or appointment of a receiver or manager of any of the party of second part 's assets and/ or insolvency of the party of second part or any Partner of the party of second part;
- 10.3.6 Distress, execution, or other legal process being levied on or upon any of the party of second part 's goods and/ or assets;
- 10.3.7 Death of the party of second part;
- 10.3.8 If upon any change in the Partnership/constitution of a party of second part's organization (if a Partnership), the BSNL shall refuse to continue the contract with the re-constituted firm;
- 10.3.9 If the party of second part or any person employed by him shall make or offer for any purpose connected with the Contract any gift, gratuity, royalty, commission, gratification or other inducement (whether money or in any other form) to any employee or agent of the BSNL;
- 10.3.10 If the party of second part shall sub-contract the whole or any part of the work in contravention of the provisions of the Contract
- 10.3.11 The decision of the(Competent Authority), as to whether any of the events/contingencies mentioned in above Clauses, entitling the BSNL to terminate the Contract, has occurred or not, shall be final and binding upon the party of second part. However, before invoking action under this clause, BSNL shall give prior written notice to the party of second part to rectify the problem areas within maximum two weeks of time.
- 10.4 The authority of premises shall stand terminated in the following events
- 10.4.1 Upon the expiry of the contracted period
 - 10.4.2 Upon occurrences of instances mentioned in clause above
 - 10.4.3 Upon mutual consent of the parties before the expiry of the period. In the event, the
- 11.0 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.
- 12.0 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 sodictate.
- 12.1.4 Personnel indemnification;
- (a) The indemnifier here by personally indemnifies the Party of First Part in respect of every claim, which the Party of First Part may have against the Party of Second Part under this agreement and further personnel guarantees payment of the same to the Party of First Part. This shall not affect any right of the Party of First Part to precede ageist the Party of Second Part in respect of such claim or claims.
- (b) The indemnifier here by personally indemnifies the Party of Second Part in respect of every claim, which the Party of second Part may have against the Party of first Part under this agreement and further personnel guarantees payment of the same to the Party of second Part. This shall not affect any right of the Party of second Part to precede ageist the Party of first Part in respect of such claim or claims.

13.0 DIRECT SUPERVISION

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

Or

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

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

14.0 DEFAULTS

- 14.1 The occurrence of the following events / acts shall constitutes good and sufficient cause for the Party of First Part at its options and without prejudice to any other rights or remedies provided for hereunder or by law or equity to redressal of the issues, this agreement without any compensation by notice in writing to the Party of Second Part, such notice to redressal of the issues at such date as the Party of First Part in their discretion determine and cancel the contract.
- 14.1.1 In case of appointment of Sub- 'Agency' by Party of Second Part, in contravention of the spirit and intention of the MOU, it excludes the agencies appointed to carry out delegated works and tasks.
- 14.1.2 Using the recourses dedicated under this agreement for the purpose outside the purview of this agreement.
- 14.1.3 In case any of the condition and requirements mentioned in the Man power assistance 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.

15.0 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.

16.0 MISCELLANEOUS /GENERAL CONDITION

- 16.1 **Interpretation:** The recitals incorporated herein make a part of this agreement, total of article, sections, clauses and paragraphs are used for convenience only and are part of the text. All terms used in any one gender shall be construed to include any other gender as the context may require. The singular shall be deemed to include the plural and the plural shall be deemed to refer to singular as the context may be.
- 16.2 **Entire agreement:** This agreement constitutes the entire agreement between the parties and shall prevail over any other agreements relating to the subject matter thereof. The Party of Second Part declares that it rely upon no representation, conditions or warranty on the part of the Party of First Part except herein contain. The agreement is prepared in two original copies having same effect.
- 16.3 **Non-waiver:** The failure of the Party of First Part to exercise any right, power or option given to it hereunder or non-insistence on options for strict compliance of the terms hereof, by the Party of Second Part shall constitute a waiver of the terms and conditions of this agreement with respect to any other or subsequent breach thereof, not a waiver by the Party of Second Part of its right at any time thereafter to require strict compliance with all the terms thereof. The right of remedies hereunder is cumulative to other rights on remedies which may be granted by the law.
- 16.4 **Governing laws:** The agreement shall be governed and construed in accordance with the laws of republic of India.
- 16.5 **Applicable laws:** This agreement including any mater relating thereto arising after its expiry or termination shall be governed by the laws of Indian union.
- 16.6 **Severability:** If any provision of this agreement is held invalid by the court decree the remainder of this agreement shall not be invalidated.
- 16.7 **Registration:** In case of any delay in registration of this agreement or non-registration due to any reason the effect and strength of this agreement shall have same as of a registered document and neither party shall raise any objection before any competent authority in this regard.
- 16.8 **Notices:** Any notice to be given hereunder shall be in writing and shall be deemed to have been duly served after two days of the date of dispatch if send by the registered post at the recorded address of the parties. Notices shall be served by both parties at the addresses/fax/email mention hereunder Of party of first part

- 1.
- 2.

Of party of second part

- 1.
- 2.

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

16.9 Force majeure clause:

- 16.9.1 Force majeure shall mean any event or circumstances or combination of the events or events or circumstances that materially and adversely affect, prevent or delay any party in performance of its obligation in accordance with the terms of this agreement but only if and to the extent such events and circumstances are within the affected parties reasonable, control, directly or indirectly.
- 16.9.2 Force majeure events; the force majored events shall consist of civil war, rebellion, civil commotion, mutiny, flood, tempest, earth quack or other unforeseen forces of the nature or act of god or due to any restrained or regulation or change in the statute, policy of the state or central govt. like expropriation or compulsory acquisition, exercise of the central and / or state govt executive prerogative and court stay order.
- 16.9.3 In the event of a force majored occurrence, the party invoking the force Majeure shall promptly notify the other party of such circumstances force majeure occurrence shall be suspend the parties obligations with respect to circumstances affected by the force majeure
- 16.10 The Party of First Part shall not guarantee any success hence; the Party of First Part shall not responsible under any circumstances to pay any compensation and / or damages or losses incurred by the Party of Second Part.

17.0 Arbitration and jurisdiction

- 17.1 In the event of any question, dispute or difference arising under this agreement or in connection therewith, the same shall be referred to the sole arbitrator of the party of the first part. The agreement to appoint an arbitrator will be in accordance with the Arbitration and conciliation Act, 1996. There will be no objection to any such appointment on the ground that the arbitrator is a Government Servant or that he has to deal with the matter to which the agreement relates or that in the course of his duties as a Government Servant he has expressed his views on all or any of the matters in dispute. The award of the arbitrator shall be final and binding on both the parties to the agreement. In the event of such an arbitrator to whom the matter is originally referred, being transferred or vacating his office or being unable to act for any reason whatsoever, the party of the first part shall appoint another person to act as an arbitrator in accordance with terms of the agreement and the person so appointed shall be entitled to proceed from the stage at which it was left out by his predecessors.
- 17.2 The arbitrator may from time to time with the consent of both the parties enlarge the time frame from making and publishing the award. Subject to the aforesaid, 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 contractor shall also supply the requisite number of workmen with means & materials as well as tools, appliances, machines, implements, vehicles for transportation, cartage etc. required for the proper execution of work within the time prescribed in the work orders.
- 17.4 The contractor shall abide by the terms and conditions, rules, guidelines, construction practices, safety precautions etc. stipulated in the tender document including any correspondence between the contractor and the BSNL having bearing on execution of work and payments of work to be done under the contract.
- 17.5 Copies of authenticated documents of payments of EPF contribution paid for the last month should be attached along with the current month bill.
- 17.6 This Contract is subject to jurisdiction of Court at Chhattisgarh state.
- 17.7 The contractor shall abide by the Labour laws as under :

I hereby give an undertaking to abide by the following.

- A. As per the existing guidelines of the provisions of EPF & Misc. provisions Act 1952 & Employees provident Fund Scheme 1952, EPF is to be deducted for each labourengegedby the contractors. For this the contractor shall have to take EPF code from the EPF Commissioner and do necessary deductions.
- B. To implement the said statutory requirements, the contractor should be registered with EPF Commissioner. They would have to furnish an undertaking that within seven days of the close of every month, they will submit a statement showing recoveries of contribution in respect of employees with the certificate that the same has been deposited with PF Commissioner.
- 17.8 The venue of the arbitration proceeding shall be at such places as the arbitrator may decide. This agreement consisting ___ articles and running into pages (excluding the copies of resolution) carefully read, and after understanding the contents, was signed by the Party of Second Part and the Party of First Part on the day of 2023 at -----Agreed and accepted

BY Party of first part
Through authorized signatory

Party of second part
through authorized signatory

Signatures of Witnesses of parties are:

Witness
(Full name & address)

- 1.
- 2.

witness
(Full name & address)

- 1.
- 2.

SECTION –IX

DECLARATION

NO NEAR –RELATIONSHIP CERTIFICATE

"I.....S/o..... R/o..... here by certified that none my relative (s) as defined below is/ are employed in BSNL unit. In case at any stage, it is found that the information given by me is false/ incorrect BSNL shall have the absolute right to take any action as deemed fit/ without any prior intimation to me.

The near relatives for this purpose are defined as:

- (a) Member of a Hindu undivided family,
- (b) They are husband and wife,
- (c) The one is related to the other in the manner as father, mother, son and sons wife (daughter in law), daughter and daughters husband (son in law), brothers and brothers wife, sisters and sisters husband (brother in law),

Note: - In case of proprietorship firm certificate will be given by the proprietor. For partnership firm certificate will be given by all the partners and in case of limited company by all the directors of the company excluding govt. of India/ financial Institution nominees and independent none official part time directors appointed by Govt. of India or the governor of the state and full time directors of PSUs both state and central.

Signature of Bidder with seal

Note: In case of Authorized signatory, he should mention that none of the near relatives of Proprietor/Directors/Partner of the company is working in BSNL in any capacity in the above

SECTION – X

AN AFFIDAVIT IS TO BE GIVEN BY THE PROPRIETOR/PARTNER’S / DIRECTORS

(To be executed in presence of Public notary on non-judicial stamp paper of the value of not less than Rs.100/) More. The stamp paper has to be in the name of the tenderer)

I _____ Sole proprietor/ Partner/ authorized signatory of M/s _____ sole proprietorship/partnership firm/public/ private limited company, having its principal place of business/ registered office at _____ (Full Address) do hereby solemnly affirm and declare as under:-

1. That I am the sole proprietor of M/s _____

	Full Name of proprietor	Fathers name	Address	Contract No.	Email ID
1					

That our firm is partnership firm having partners as under:-

	Full Name of partners	Fathers name	Address	Contract No.	Email ID
1					
2					

OR

That our firm is Private limited / public limited company incorporated in terms of the provisions of the Companies Act. 1956/ Companies Act, 2013.

	Full Name of Directors	Fathers name	Address	Contract No.	Email ID
1					
2					

2. I/we _____(Name of Partner/ Directors) all the partners/ Directors here by authorize to Mr._____ to act in our name and on behalf and sign and execute all documents/ agreements binding the firm for all contractual obligations (including references of cases to arbitration) arising out of contracts to be entered into by the firm with the GM BA BSNL Raipur , (C.G.) in connection with their Tender for_____ Vide NIT No. _____

In short he is fully authorized to do all each and everything requisite for the above purpose concerning _____ (Name of Firm) and we hereby agree to confirm and ratify his all and every act of this or any documents executed by our said attorney within the scope of the authority hereby conferred on him including references of cases to arbitration and the same shall be binding on us and our firm as if the same were executed by us individually or jointly.

3. Detail trade/work description of Firm:-

- I. _____
- II. _____
- III. _____

4. I/We declared that my “Firm/Company Name” Address _____ (which is registered under Firm of registrar/ company Act or any other statutory organization) is Unique in all others respective organization such as EPF, ESI, GST, Income Tax Return , PAN and other Govt. organization . If any discrepancy is found then I would not be allowed in any interim relief in any ground of Passing off.

5. That I/We will is not barred from participating in bidding process in BSNL by any BSNL Unit & No any suit case in BSNL by any BSNL Unit or any other statutory Govt. Organization.

6. I/We the tenderer(s) am / are signing this document after carefully reading the contents.

7. I/We the tenderer(s) also accept all the conditions of the tender and have signed all the pages in confirmation thereof. **If I/We fails to enter into the agreement & commence the work in time the EMD/SD as deposited will stand forfeited to the BSNL.**

8. I/We declare that, I/We will fulfill / comply all the terms and conditions of the Clause by Clause Compliances, no deviation & no any addition/deletion/correction has been made in the downloaded tender document being submitted/uploading and it is

identical to the tender document appearing on the website. In case of any corrections/addition /alteration /omission in the tender document, the tender bid shall be treated as non-responsive and shall be rejected summarily with black listing of bidder for any further work in BSNL.

9. I / we declare and certify that I / We have not made any misleading or false representation in the forms, statements and attachments in proof of the eligibility criteria requirements.
10. I/we also understand that, if any of the certificates submitted by us are found to be false / forged or incorrect at any time the award of the contract, it will lead to termination of the contract, along with forfeiture of EMD/SD and Performance guarantee be sides any other action provided in the contract.
11. I/We declare that, I/We will fulfill / comply all the terms and conditions of the provisions of Employees' Provident fund Scheme 1952 (EPF) & Misc. Provisions Act, 1952 with latest amendments in respect of labours / employees engaged by me/us for performing the works of BSNL.
12. I/We declare that, I/We will fulfill / comply all the terms and conditions of the provisions of Employee's Insurance ACT 1948 (ESI) & other Govt .Duty with latest amendments in respect of labours / employees engaged by me/us for performing the works of BSNL.
13. I/We declare that, I have sufficient capital resources to carry out operations and will make due payment, to our firms labour / employees assigned to execution of the tender no.----- of BSNL CG (BSNL) as per laws every month, insulating it from payments from BSNL. I/We also **under take** to perform in faithful & efficient manner the work of this tender without linking it to payments from BSNL.
14. I/We hereby confirm and declare that, my/our firm/company M/s..... and my/ our firm/ group/ company/ sister concern / associate company have not been black listed/ de-listed or debarred put on holiday by any Institutional agencies/ Private/Govt. Deptt./ Public Sector Undertaking from participating in the tender, in last 7 year(my submitted experience certificate years as per experience clause 8 in section 1 of NIT) as on DNIT.
 - i. If previously black listed / Barred pl providing details of same -----
 - ii. My/ Our firm / partner as not black listed/ Business Banning by any organization/ PSU/Govt. Body. From participating in the tender as on date.

(If this condition is come to notice at any time, during TOC, TEC & contract period, than entire amount of EMD, performance security Deposit & Bank Guarantee will be forfeited & all running contract shall be terminated.)
15. I/We also declare that, no store of BSNL will be pending with me/ us issued against completed/ terminated works of BSNL.
16. I/We declare that, in case it comes to the notice that the declaration/ documents/ information given by me/ us are false, the GM BA Raipur/ Chhattisgarh Telecom Circle is fully empowered to cancel my/our registration and can remove my/our name /Firm from the enlistment.
17. I/We hereby confirm and declare that, my/our firm/company M/s..... is /are not involved in any illegal activity and/or not charge sheeted for any criminal act of theft and/or diverting of fertilizers for industrial use or any other essential commodity during last five years.
18. I/We also declare that, none of my blood relative is working in the Bharat Sanchar Nigam Limited anywhere in India.
19. I/We further undertake that, in case any of the facts sworn in as mentioned above and any particulars mentioned in our application as found other- wise or incorrect or false any stage my / our firm /company shall stand debarred from the present and future tenders of the BSNL. Besides BSNL shall be entitled to take all such actions as may be deemed fit including termination of contract , if awarded , without any claim for any compensation whatsoever on account of such premature closure of the contract.
20. I/We declare that, all the information, Documents, Xerox copies of the Documents/ Certificates enclosed along with the Tender document are correct and if anything found false and/or incorrect and/or any suppression of fact is detected at any time, tender will be terminated and EMD/SD/Bills pending with Department will stand forfeited to BSNL and the contractor will be debarred from participation of any tender of this Department in future.
21. I/we know that, to swear a false affidavit is a crime under the law and with such knowledge only I have swear this Affidavit.
22. I/we declare that, the information and documents submitted along with the tender by me / us are correct and I / we are fully responsible for the correctness of the information and documents submitted by us.

Signature of the authorized person
(Full name & address with photo)

(Signature of the Proprietor/ Partner/ Director with seal)

DEPONENT

Verified at -----on-----that the contents of paras 1 to 22 of this affidavit are true and correct and no part of this is false and nothing material has been concealed or falsely stated therein.

I personally verified sign of authorized person Mr.-----

And his AADHAR CARD NO -----

Signature of the authorized person
(Full name & address with photo)

(Signature of the Proprietor/ Partner/ Director with seal)

witness
(Full name & address)

DEPONENT

(Signature & seal of Notary)

SECTION XI

LETTER OF AUTHORISATION FOR ATTENDING BID OPENING (To reach before Date of Bid opening)

Ref No NIT NO **GEM/2023/B/3408072** Dated: 09-05-2023

Subject: Authorization for attending bid opening on _____ (date) in the _____ tender of _____

The following persons are hereby authorized to attend the bid opening for the tender 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.

No.

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 in case authorization as prescribed above is not recovered.

SECTION – XII

BUSINESS BANNING CONDITION

The contractor shall be blacklisted for a specific period under any of the following circumstances:

1.0 General:

- a) If the contractor fails to execute the contract or executes it unsatisfactorily.
- b) If the contractor is no longer in possession of adequate man power/ labour/ personnel or financial resources.
- c) If the contractor is litigious by nature or has violated any condition of the contract.
- d) If the contractor is found to have given false information at the time of enlistment or is declared or is in the process of being declared bankrupt/insolvent winding-up, dissolved or partitioned.
- e) If the contractor persistently violates the labour regulations and other contract laws.
- f) If the contractor has been found involved in unethical business practices.
- g) If the contractor has been found adopting wrongful means to influence the departmental authorities. The blacklisted contractor shall neither be allowed to participate in the tenders nor shall be allowed to apply for fresh enlistment anywhere in the DTS during the specified period of black listing

2.0 Period for removal /black listing:

- a) The contractor who has been removed from the enlistment shall neither be allowed to participate in the tenders anywhere in BSNL nor shall be allowed to apply for enlistment for a period of 15 years from the date of issue of order
- b) **Black listing** :The contractor who has been black listed shall neither be allowed to participate in the tender anywhere in BSNL nor shall be allowed to apply for enlistment for a minimum period of 02 years and maximum period of 05 years from the date of issue of order. The action of removal/black listing will impact the economic interest of the contractor and therefore, it is likely that the contractor may seek recourse to legal action, it is therefore incumbent on the part of competent authority to ensure that proper and adequate ground exists for such decision. However, for proper and timely execution of works, the terms and conditions should be observed meticulously and appropriate and timely action should be initiated against the contractors(s) if delays, lapses or violations are observed without waiting for their repetitions. Timely execution of works with requisite quality at competitive costs is the essence of the contract system.

3.0 Termination Notice

- a. Before terminating of the running contract a show cause notice may be issued to contractor to reply within 15 days. GM BA Raipur reserved the right to decide the explanation if submitted by the contractor for terminating the running contract.
- b. If any communication/information comes to the notice of SSA Raipur, regarding black listing of the firms. The GM BA BSNL Raipur reserved the right to discontinue /terminate of all the running contract of this firm.