



भारत संचार निगम लिमिटेड
(भारत सरकार का उपक्रम)
BHARAT SANCHAR NIGAM LIMITED
(A Govt. of India Enterprise)

O/o The General Manager Telecom. District

Business Area Leh

BID DOCUMENT

REQUEST FOR EXPRESSION OF INTEREST

**MAINTENANCE & UPKEEP SERVICES OF GSM
NETWORK INFRASTRUCTURE SUCH AS GSM /WLL/WIMAX
BTSs in LEH LADAKH SSA**

(Separate E-Bids are required for Leh & Kargil Areas of B.A Leh-Ladakh)

Tender No:- 772-GMT/Leh/Project Sanchay Leh/Upkeep/GSM/2017-18/2 Dated 09 .10.2017

Last date of submission of EOI - **06 .11.2017 up to 1500 hrs**

Date of opening - **07.11.2017 at 1500 hrs**

Note: Before Preparation & submission of E-Bid, kindly read terms & conditions carefully and see all clarifications/corrigendum.

For details & downloads kindly visit our website at- www.tenderwizard.com/bsnljk/
www.jandk.bsnl.co.in

Signature and seal of the bidder

1

**AGM (CFA)
O/o GMTD Leh.**

INDEX

Section	Title	Page No
I	Expression of interest	3
II	Brief details on schedule of bidding process	4
III	RTGS detail	5
IV	Request for expression of interest	6-13
	Annexure A: Tenderer's profile	14
	Annexure B: Application Form to be submitted with EOI	15
	Annexure C: Format of Certificate regarding close relatives working in BSNL	16
	Annexure D: Service to be provided by the contractor or his/ her representatives	17
	Annexure E: List of sites where services are to be provided	18-20
	Annexure F: Financial Bid	21-22
	Annexure G : Agreement Format	23-38

BHARAT SANCHAR NIGAM LIMITED
(A Govt. of India Enterprise)
O/o GENERAL MANAGER TELECOM DISTRICT LEH
EXPRESSION OF INTEREST

**FOR MAINTENANCE AND UPKEEP OF PARTS OF
TELECOM INFRASTRUCTURE**

Tender No:- 772-GMT/Leh/Project Sanchay Leh/Upkeep/GSM/2017-18/2

Dated :- 09.10.2017

E-bids are invited on behalf of CMD BSNL by the General Manager Business Area Leh for maintenance and upkeep of telecom infrastructuresuch as telephone exchanges/offices/gsm/wll/wimax btss in Zone-I LEH, Zone-II Kargil Areas of B.A Leh-Ladakh from the Eligible bidders.

Category	Zone	Job Description	Area of Business Area Leh	No. of Service Positions	Estimated Cost (in Rs.) per Annum	EMD (In Rs.)	Bid Cost (In Rs.)
A	Zone-I	MAINTENANCE & UPKEEP SERVICES OF GSM NETWORK INFRASTRUCTURE SUCH AS GSM /WLL/WIMAX BTSs in LEH	Leh	48	85,38,480/-	2,13,462/-	2270/-
B	Zone-II	MAINTENANCE & UPKEEP SERVICES OF GSM NETWORK INFRASTRUCTURE SUCH AS GSM /WLL/WIMAX BTSs in Kargil	Kargil	16	28,46,160/-	71,154/-	2270/-

Details:-

a) Period of contract: - One year from the date of signing of agreement which can further be extended up to one year under same rates, terms & conditions. **The cost of tender in case of the extension up to one year will accordingly be increased.**

b) Bid Cost and EMD shall only be in the form of Bankers Cheque/Demand Draft/Pay Order/RTGS, in favour of AO (cash), BSNL, O/o GMTD, Leh issued by Nationalized /Scheduled Bank other Than cooperative bank, payable at Leh. Bids without due Bid Cost and EMD shall be summarily Rejected.

c) Last date of submission of EOI - **06.11.2017 up to 1500 hrs**

d) Date of Opening - **07.11.2017 at 1500 hrs**

(Separate E-Bids are required for Leh & Kargil Areas of B.A Leh)

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O/o GMTD, Leh

BRIEF DETAILS ON SCHEDULE OF OF BIDDING PROCESS

S.N o.	Items	Zone	Particulars
1	Tender Notice and date		772-GMT/Leh/Project Sanchay Leh/Upkeep/GSM/2017-18/2 dated:- 09-10-2017
2	Name of Tender		MAINTENANCE & UPKEEP SERVICES OF GSM NETWORK INFRASTRUCTURE SUCH AS GSM /WLL/WIMAX BTSs IN Zone-I LEH, Zone-II Kargil Areas of B.A Leh-Ladakh
3	Estimated Cost	Zone-I Zone-II	Leh : Rs. 85,38,480/- Kargil : Rs. 28,46,160/-
4	EMD/ Bid Security	Zone-I Zone-II	Leh : Rs. 2,13,462/- Kargil : Rs. 71,154/-
5	Bid cost	Zone-I Zone-II	Leh : Rs. 2270/- Kargil : Rs. 2270/-
6	Availability of tender document with downloading and processing for bidding		www.tenderwizard.com/bsnljk www.jandk.bsnl.co.in
7	(a) Last date of submission of tender in electronic bidding (E-Bidding) 06 . 11.2017 up to 1500 Hrs (b) Last date of submission of physical copy of original EMD, Tender Cost and copies of other relevant documents as mentioned in bid document 07 .11.2017 up to 1400 Hrs (c) Date and time of opening of E-tender (technical bid only) 07.11.2017 at 1500 Hrs		

Note: - In case the last date of submission/opening of bid is declared as holiday, last date of submission/opening of bid will get shifted automatically to next working day at the same schedule time. Any change in bid submission/opening date due to any other unavoidable reasons will be notified through the BSNL website and /or e-Tender Portal and/or News Papers.

The tender which is not accompanied by the requisite bid security (EMD) and bid cost shall be summarily rejected. Tender will not be accepted/received after expiry of date and time. Tender will neither be sent nor accepted by post or courier. GMTD, Leh reserves the right to reject any or all the bids without assigning any reason whatsoever.

Signature and seal of the bidder

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RTGS DETAIL

Company Name	BHARAT SANCHAR NIGAM LIMITED
Bank Account Holder Name	Account Officer (Cash) BSNL
Company Address	O/o General Manager Telecom District, Telephone Exchange Complex, Leh (Ladakh).
City	Leh
State	J&K
Company Bank Name	Punjab National Bank
Company Bank Branch	Punjab National Bank ,Main Market, Leh
Company Bank Code	456600
Company Account No.	4566002100000862
Bank Account Type	Saving/Current
Bank IFSC/RTGS Code	PUNB0456600
Bank MICR Number	194024001
Bank Phone No.	01982 - 256277
Bank Officer Name
Service Tax
TAN Number	AMRB10273E

Signature and seal of the bidder

AGM (CFA)
O/o GMTD, Leh

Request for Expression of Interest

1. Introduction

1.1. BHARAT SANCHAR NIGAM LIMITED (BSNL), a Public sector Enterprise. 100% owned, by Government of India with the dominant market share in the Wire line telephony. Wireless Telephony, Broadband & Internet services like MPLS VPN, Leased circuits etc .BSNL is the largest Internet Service Provider (ISP) of India. As a leading telecom player, BSNL controls a wide range of telecom infrastructure such as Main Exchanges Building, BTS site, billing centers, customer care centers...etc. for more details about BSNL, please log on to www.tenderwizard.com/bsnljk

2. Purpose of the EOI

2.1. BSNL (from here on BSNL means BA Head or competent Authority floating the EOI) intends to invite Expression of Interest (EOI) from interested parties for maintenance and upkeep of parts of its telecom infrastructure. After evaluation of EOIs. Agreements will be entered with the successful party for a period of one year, which can be extended further up to a period of one year in step of 6 months as per performance and on mutually agreeable terms and conditions.

3. General requirement

3.1. BSNL intends to contract infrastructure maintenance services (Annexure-D) at selected Exchange/Office sites in each District Leh & Kargil. These may be required for different timeframes at different installations as per requirement (Annexure-E) Contractors need to bid for the provision of services an ALL sites in a unit.

4. Eligibility Requirements.

- 4.1 The contractor/bidder must have a turnover of not less than 50% of the estimated annual cost of the work during each of the preceding TWO (02) financial years of each tender.
- 4.2 The contractor must not have any complaint filed against him in any Labour Court/Forum/EPF/ESI/Police department etc. regarding the matter of nonpayment /less payment of wages/allowances/EPF contributions towards the outsourced workers engaged & deployed by the contractor. Such contractors are not eligible to participate in this tender.
- 4.3 No complaints or cases should be filed in the past either against the contractor or any other concern in which the contractor or any of his relatives is either a proprietor/partner/director etc. as the case may be , in any labour Court/Forum for settlement of labour deputed.
- 4.4 BSNL reserves the right to accept or reject any application on the basis of past performance and complaints if any received on account of non-payment/less payment of wages , allowances, EPF, contributions etc.
- 4.5 List of Documents for eligibility requirements as mentioned in Para 14 of this documents.
- 4.6 Cost of tender document & Bid security shall be in the form of Bankers Cheque /Demand Draft/pay order/RTGS, in favour of Account Officer (Cash) O/o GMTD, BSNL, Leh from any nationalized /scheduled bank (Other than Co-operative Bank) payable at Leh.

5. Financial Requirement

- 5.1 Additional Security Deposit of 7.5% of the Bid Amount in the shape of FDR from a scheduled bank in favour of AO(Cash) % GMTD Leh-Ladakh and valid for two years is to be deposited by contractor before signing of the agreement .
- 5.2 Contractor shall submit the Additional Security deposit of the said amount (7.5% of the Bid Amount) or as General Manager Telecom District, BSNL Ladakh may recommend from time to time without prejudice to other rights and remedies available to BSNL.
- 5.3 BSNL reserves the right to forfeit/adjust the said Security Deposit in full or part or any sum due from the contractor to BSNL at any time. Contractor shall continue to be liable for balance if any.
- 5.4 BSNL reserves the right to increase the amount of Security Deposit at any time in its own discretion with respect to any/some/all such contractors.
- 5.5 EMD & Additional Security deposit will not carry any interest during the period under custody of BSNL.

6. Evaluation Criteria

- 6.1 Bids will be evaluated on the basis of lowest quoted rates for Zone-I LEH, Zone-II KARGIL areas of B.A Leh separately subject to other terms and condition of this tender. The rates should be quoted in Annexure
– F(a),F(b) (“Financial Bid”)
- 6.2 BSNL will consider issue of Letter of Intent (LOI) to the lowest bidder amongst those who meets the eligibility requirements as mentioned in Clause 4 & 14 and agreeable to all terms and conditions. The bidder shall within 10 days of issue of LOI give its acceptance and deposits additional security deposit as mentioned in clause -5 and sign the contract with BSNL. The signing of contract shall constitute the award of the contract on bidder.
- 6.3 After award of contract to the Approved bidder the officer designed by the BA head /competent authority shall issue the work orders for commencement of the work.

7 Agreement period

- 7.1 The agreement shall be valid for a period one year and will be extended for a period of one year on same terms and conditions in step of six months but not more than one year subject to satisfactory performance during the previous period by the contractor. This is subject to extension of the performance Bank Guarantee of same amount or enhanced amount as per the discretion of BSNL, one month prior to the end of the agreement. Quantity of positions may be increased or decreased by 25% of Annexure “E”. In case minimum wages increased variation may exceed more than 25% in amount/ Tendered value.

8 Right

- 8.1 BSNL reserves the right to reject any application EOI for any reason, without assigning any reason and liability, the information provided by the contractor gathered by BSNL shall become BSNL's property even if application is rejected and can be used by BSNL in any manner , it deem fit.
- 8.2 The EOI can be used modified/withdrawn at any time without any information or notice to anyone.
- 8.3 The decision of BSNL will be final and binding on all the bidders.

9 Responsibilities of Contractor

- 9.1 The contractor shall be responsibilities for provision of the services as per Annexure D. Annexure D lays out the services required at each type of site. At each site, the service may be required in eight hour shifts per day. However, the BA Head can decide to change these timings as per local condition. The requirement of services will provided by BSNL as per Annexure E.

Signature and seal of the bidder

7

- 9.2 This clause (clause 9.2) is applicable only for sites requiring services as specified in items 5, 6 or 7 as

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

- 9.3 For all telecom sites for which the contract has been given to the contractor, BSNL reserves the right to monitor the provision of services at any time through visit to the site. In case the service provided by the contractor is not found satisfactory, 10% of the monthly contract amount for that site will be deducted from their payment for every instance of such negligence on the part of the contractor.

10 Inspection

- 10.1 BSNL 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 as a result of such audit and technical examination any sum is found to have been overpaid in respect of any work done by the contractor under the contract or any work claimed by him to have been done by him under the contract and found not to have been executed, the contractor shall be liable to refund the amount of over payment and it shall be lawful for BSNL to recover the same from him through the PBG or future bills.

11 General Terms and condition:

11.1 Commercial Terms & Condition

- 11.1.1 BSNL reserves the right to disqualify such bidders who have a record of not meeting contractual obligation against earlier contract entered into with the BSNL.
- 11.1.2 The BSNL reserves the right to black list a bidder for a suitable period in case he fails to honor his bid without sufficient grounds.
- 11.1.3 The BSNL reserves the rights to counter offer price(s) quoted by any bidder.
- 11.1.4 BSNL also reserves the right to award the work amongst more than one bidder.
- 11.1.5 Any clarification issued by BSNL, in response to query raised by prospective bidders shall form an integral part of bid document and it may amount to amendment of relevant clause of the bid documents.
- 11.1.6 The company reserves the right to change the terms of trade from time to time with notice period of 30 days.
- 11.1.7 The company reserves the right to withhold or delay the payment for the contractor in case of any pending disputes.
- 11.1.8 In the event of any question, dispute or difference arising under this agreement or in connection there-with (except as to the matters, the decision to which is the specifically provide under this agreement), the same shall be referred to the sole arbitrator appointed by BSNL.
- 11.1.9 BSNL's decision will be final on all matters relating to the business and will be binding on the contractor.
- 11.1.10 It will be BSNL's endeavor to make the payment to the contractor as per the schedule, however this may stretch beyond the scheduled time only in case of delays in getting claims from the contractor or in case of incorrect claims.

Signature and seal of the bidder

8

- 11.1.11 The payment to the contractor will be made through a cheque /ECS after deducting applicable taxes.

- 11.1.12 All contractors' representatives will report to BA Head/competent Authority through the nodal officer appointed by BA Head/competent Authority.
- 11.1.13 All present, future & additional taxes/Levies/duties etc. that may be lived by the govt. /local authorities etc. will be borne by the contractors.
- 11.1.14 The contractor's representatives shall comply with all applicable laws, bye laws rules, regulations orders; directions notifications etc. of the Govt. Court/Tribunals and shall also comply with all directions issued by BSNL and provide BSNL with all information and cooperation that BSNL may reasonably require from time to time.
- 11.1.15 The contractor's representatives have to fully cooperate with BSNL to investigate any complaint from the public/staff.
- 11.1.16 The contractor shall ensure provision of necessary safety devices tools/kits etc. required for discharge of services as mentioned in Annexure D at his own cost and shall recoup the same from time to time.
- 11.1.17 Contractor shall be liable for all payments of wages, salary etc. to its employees & shall comply with all statutory laws, rules, relating to employment, wages, PF, ID, act etc from time to time.
- 11.1.18 The contractor shall be liable for any theft, sabotage etc. of BSNL property and the damage/losses if any will be recovered from the contractor. The contractor shall any report any such incident to site in charge immediately.
- 11.1.19 The contractor agrees to protect, defend, indemnify and hold harmless BSNL and its employees. Officer, directors, agents or representatives from and against any and all liabilities, damages, fines, penalties and costs (including legal costs and disbursements) arising from the relating to.
- a) Any breach of any statute, regulation, direction, orders or standards from any governments body, agency, telecommunication operator or regular applicable to such party; or
- b) Any breach of the terms and conditions in this agreement by contractor. This clause shall survive even on the termination or expiry of this agreement.
- 11.1.20.**BSNL shall not be liable for any act of commission or omission of any third party.
- 11.1.21.**The Contractor's representative will have to abide by the policy rules, regulation & instruction of BSNL as revised/modified from the time to time, without any prior notice to the contractor in respect of all matters including security deposit/PBG, payment to the contractor etc.
- 11.1.22.**The Contractor will be bound by all the aspects and legal issue relating to the labour laws from time to time.
- 11.1.23.**Gazatted Officer / Notarized copy of Service Tax payment challan, EPF & ESIC challan must be submitted with their subsequent bills. In absence of the same that bill will be treated as incomplete & may not be processed for payment.

11.2 Bid cost and Bid Security (EMD)

- 11.2.1 Bid Cost and EMD shall only be in the form of Bankers Cheque/Demand Draft/Pay Order/RTGS, in favor of AO (cash), BSNL, O/o GMTD, Leh issued by Nationalized /Scheduled Bank other than cooperative bank, payable at Leh. Bids without due Bid Cost and EMD shall be summarily rejected.

Signature and seal of the bidder

- 11.2.2 The bidders (small scale units) who are registered with National Small Scale Industries Corporation under Single Point Registration Scheme for works of “Maintenance and Upkeep of Parts of Telecom Infrastructure” are exempted from payment of Bid Cost and bid security up to the amount equal to their monetary limit. Bidders with NSIC certificate bidding beyond their prescribed limits shall be required to pay EMD amount, equivalent to 2% of balance of estimated cost. Bids without due Bid Cost and EMD shall be summarily rejected.

A proof regarding current registration with NSIC for the tender item will have to be attached along with the bid.

- 11.2.3 If a vendor registered with NSIC under single point registration scheme claiming concessional benefits is awarded work by BSNL and subsequently fails to obey any of the contractual obligations, he will be debarred from any further work/contract by BSNL Minimum for one year from the date of issue of such order.

- 11.2.4 As the Central Provident fund Act is not applicable in J&K state and J&K state has its own J&K Employees Provident Fund Act/scheme, 1961. It is mandatory for contractor to deposit the E.P. fund contribution in favour of outsourced persons engaged by him in J&K state only.**

12. BIDDING PROCESS AND COST OF BIDDING

- 12.1 Bidding shall be done through e-bidding and quote of prices shall be done independently for each area of B.A. Leh i.e **Zone-1 Leh & Zone-2 Kargil** in the electronic format of e-bid to be accessible through an authorized user ID and Password, to be issued by BSNL/ its authorized agency after submitting proof of the depositing cost of document.
- 12.2 Bidding process is two stage bidding. In the first stage, after initial evaluation, bids shall be evaluated for techno-commercial compliances and in second stage financial bid shall be opened and evaluated only for those bidders who have been found successful in techno-commercial bid evaluation of first stage. However bidders have to bid for both i.e techno-commercial and **financial** bidding together as per process explained for e-bidding.
- 12.3 The bidder shall bear all costs associated with the preparation and submission of the bid. The BSNL will, in no case, be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

13. SUBMISSION OF E-BID DOCUMENT

- 13.1 Submission of bids only through online process is mandatory for this tender.
- 13.2 The bidders intending to participate in E-bidding process shall have obtained individual Digital Signing Certificate (DSC) well in advance.
- The bidder intending to participate in e-bidding process shall have to register with BSNL authorized e-tendering agency namely M/s ITI Limited through their website www.tenderwizard.com/bsnljk and selecting BSNL from their home page.
- 13.3 Bidder shall have to pay Rs. 3500/- pulse service tax through electronic transfer as one time annual registration fee for participating any e-bid published by BSNL through ITI.
- 13.4 On registration with ITI bidder shall be provided access to ITI e-Tender web portal for accessing, downloading and uploading bid document. It may please be noted that bidder can access and download bid document but cannot participate in tendering process without registering themselves with ITI e-tender portal.

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10

- 13.5 For participating in e-tendering process bidder shall access e-tender document uploaded on the portal and pay requisite tender processing fee as defined for each tender as designed window in the portal. Normally e-tender processing fee is 0.05% of estimated cost of each Area in tender subject to minimum Rs. 500/- and maximum Rs. 5000/- plus service tax (as applicable)

13.6 The bidder shall also be required to pay cost of bid document and bid security as defined in NIT. The details of payment particulars are to be filled in the prescribed format given in the bid document and made accessible to bidder as basic information sheet in the web portal. In case payment of bid cost and EMD are made through DD/Pay Order/Banker's Cheque/RTGS in favour of Account Officer (Cash) O/o GMTD, BSNL, Leh, Original Demand Draft/Pay Order/ Banker's Cheque and Original copies of the payment particular as mentioned in basic information sheet shall have to be submitted to AGM (CFA) O/o GMTD Leh on or before defined time of date of opening of tender in NIT. Bids without prescribed bid cost and EMD in original as prescribed & defined time & date shall be rejected summarily.

13.8 (i) The bidder shall also be required to fill in information and other details as defined in Technical Eligibility Sheet and made accessible to bidder in web portal.

(ii) The Bidder shall be required to upload scanned copier of mandatory document as defined in clause no 4 & 14 and shall also be required to furnish basic information of their mandatory documents in the electronic sheet mentioned above and defined at web portal.

(iii) Basic information sheet and Technical Eligibility sheet shall be part of bid document and shall be uploaded along with Technical bid and general documents.

(iv) **Price/financial bid** shall be uploaded separately in respective link only and bidder shall be required to upload required information in electronic form only.

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

13.10 TECHNICAL BID OPENING

BSNL has adopted e-tendering process which offers a unique facility for public Online Tender Event (TOEs). BSNL's Tender opening Officers as well authorized representative of bidder can attend the public on line tender opening event from the comfort of their offices. However, if required, bidders or their authorized representatives can attend the tender opening event at the Chamber of AGM(CFA),O/o GMT, Leh where BSNL's tender opening Officers would be conducting public on line tender opening event (TOE).

13.11 FINANCIAL BID OPENING

(i) Financial Bids for techno commercially qualified bidders shall be opened by tender opening committee on a date to be intimated later on to each qualified bidder.

(ii) Information regarding financial BID shall be made available on tender portal.

13.12 LATE BIDS

Any bid received by the BSNL after the deadline for submission of bids prescribed by the BSNL NIT, shall be rejected.

14. Documents establishing bidders eligibility & qualifications:- (List of Documents to be submitted along with EOI)

14.1 Application form (Annexure-B)

14.2 Declaration regarding no close relative working in BSNL (Annexure-C)

14.3 Copy of Goods & Service Tax registration with number duly attested by Gazatted Officer.

14.4 Copy of PAN Card. (Duly attested by Gazatted Officer / Notarized)

14.5 Copy of EPF and ESI Registration with number. (Duly attested by Gazatted Officer.

Signature and seal of the bidder

- 14.6 The turnover of the company/contractor as required in eligibility criteria to be issued/certified by a Chartered Accountant/Auditor as a experience
- 14.7 Bid Cost and EMD. (As per NIT)
- 14.8 Certificate of incorporation wherever applicable. (Duly attested by Gazatted Officer
- 14.9 Copy of Article of Memorandum of Association of partnership deed/Registration of firm (Duly attested by Gazatted Officer OR **proprietorship deed/affidavit** as the case may be wherever required.
- 14.10 The authorization of the competent authority for signing the EOI document bid, agreement in case of partnership deed.
- 14.11 ITR of last two financial years. (Duly attested by Gazatted Officer / Notarized)

In case of any document found fake/forged, tender will be cancelled and EMD/SD will be forfeited at any stage.

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

15. Evaluation Criteria

- 15.1 Bids will be evaluated on the basis of lowest quoted rates for two zones i.e. Leh & Kargil areas of B.A Leh separately subject to other terms and condition of this tender and detailed mentioned in **Annexure F- ("Financial Bid")**.
- 15.2 In case two or more bidders quoted equal/tie rates, in this situation work will be awarded equally to the maximum two bidders whose turnover is higher.
- 15.3 Bidder not furnishing required documents, security deposit etc. within 10 days of issue of LOI by the GMTD, Leh shall be rejected and EMD will be forfeited. In this situation BSNL reserve the right to award work to L-2 bidder at accepted rates.
- 15.4 After awarding of the contract, BSNL reserves the right to add/delete sites/positions where the services are required. It also reserves the right to increase/decrease the number of positions where the services are required.

16. SPECIAL TERMS AND CONDITIONS OF THE CONTRACT:

- 16.1 (a) The BSNL reserves the right to terminates the contract & forfeit the security deposit if the contractor fail to pay minimum wages (as per prevailing Govt. rates) & other statutory benefits like EPF & ESI to the labourer.
- (b) The BSNL reserves the right to disqualify such bidders who have a record of not meeting contractual obligations against earlier contracts entered into with the BSNL.
- 16.2. The BSNL reserves the right to black list a bidder for a suitable period in case he fails to comply with contractual obligation.
- 16.3. The BSNL reserves the rights to counter offer price (s) against price (s) quoted by any bidder.
- 16.4. Any clarification issued by BSNL, in response to query raised by prospective bidders shall form an integral part of bid documents and it may amount to amendment of relevant clauses of the bid documents.

- 16.5. Tender will be evaluated as a single package of all the items given in the price schedule.
The contractor will supply the manpower as per the work order issued to contractor by BSNL.
- 16.6. Any increase in Wages as per the minimum wages by Govt. time to time will be borne by the BSNL. The contractor will prepare the bills accordingly and charge the service charges per person per month. Service charges will remain fixed.

TENDERER'S PROFILE

1. Name of the tendered/firm: _____

2. Name of the person submitting the tender

Shri/Smt:

(In case of Proprietary / Partnership firms, the tender has to be signed by Proprietor/ partner only, as the case may be)

3. Address of the firm:

.....

4. Postal Address with Pin Code :

.....

5. Tel No. (with STD Code):

(O)(Fax).....[R].....

6. Registration & incorporation particulars of the firm:

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

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

7. Name of Proprietor / Partners /Directors:

.....

8. Tenderers & bidders bank, its address and his current account number:

.....

9. Permanent Income Tax Number, Income Tax Circle:

.....

10. Service Tax Registration No.....

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

Place :

Date :

Signature of tender / Authorized signatory

.....

Name of the tendered

.....

Signature and seal of the bidder

Application form to be submitted with EOI

Name of the Contractor :

Address for correspondence :

.....

I.....authorized signatory of the contractor M/S

..... certify that I fully agree and comply with all the clauses and sub-classes of the EOI and Annexure “A” to ‘E’ available with EOI.

(Signature of the authorized signatory)

(With seal and contract numbers)

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

Note: - The bidder while submitting the bid should sign all the pages of the EOI documents consisting of terms and conditions and draft of agreement and upload the scanned copy of the same with this Annexure.

Signature and seal of the bidder

Format of Certificate regarding close relatives working in BSNL

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

I.....S/o.....

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

The near relatives for this purpose are defined as :-

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

Date

Signature: _____

Signature and seal of the bidder

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

1. Refueling of diesel in DG sets and maintaining log book of diesel refueling.
2. Starting/ stopping of the DG set in case of power failure and auto start up failure and making entries in the log book.
3. Switching on and switching off of ACs.
4. Cleaning of power plant, DG battery, fire fighting equipment, other equipment at site
5. Answering of telephone, noting of complaints and passing information immediately to specified competent authority.
6. Ensuring that the property of BSNL is not tampered with; Custodianship of site with control of Keys will be provided to the contractor during the time of infrastructure maintenance. Movement of any material from the site is to be allowed only with a written permission of site in charge.
7. Restricting access to the site for un-authorized persons and opening & closing of gate as and when required.
8. Keeping BTS site premises in hygienic conditions.
9. Informing BSNL officer in charge BTS about any alarm/ fault message immediately.
10. Help in testing of fire alarm, fire fighting equipment etc when desired by officer in charge
11. Running water pump (if any) as and when required.
12. Watering the plants (if any) as and when required.
13. Assisting the BSNL personnel in handling the materials, movement of files or equipment.
14. Assisting the BSNL personnel in rectification of Faults.
15. Maintenance of BTS /Rigger works etc.
- 17 Any other works that may be incidental and related to proper up keep of the telecom sites.

Special Note:- The contractor has to get the maintenance and Upkeep services of Non BSNL GSM/WLL/Wimax BTS sites and Telephone offices done through Unskilled manpower, BSNL Exchanges through Semiskilled manpower and Technical services viz. Maintenance of Broadband connections/OF Cable splicing etc. through Highly skilled manpower as per labour laws/guidlines.

Annexure-E**(LEH BTS Sites)**

S.No	Name of Location	No. of persons required(8 hrs per shift)	
		Un-skilled	Highly-skilled
1	Basgo BTS-1	1	
2	DC Office	1	
3	Basgo BTS-2	1	
4	Chumathang	1	
5	Main City	1	
6	Igoo	1	
7	Upshi	1	
8	Shara-1 BTS	1	
9	Shara-2 BTS	1	
10	Liktsey	1	
11	Tangtse	1	
12	Wanla	1	
13	Ulleytokpo	1	
14	Sheynum	1	
15	Leh Store	1	
16	Ganglas	1	
17	Karzu	1	
18	BSNL Qtr 1	1	
19	BSNL Qtr 2	1	
20	Housing Colony	1	
21	14 Corp	1	
22	SSB Gonpa	1	
23	Lamayuru	1	
24	Tebila Top-1	1	
25	Tebila Top-2	1	
26	Achinathang	1	
27	Likir	1	
28	Phey	1	
29	Sankar	1	
30	Karzu-2	1	
31	Sonamling	1	
32	Taksha-1	1	
33	Taksha-2	1	
34	Tyakshi-1	1	
35	Tyakshi-2	1	

S.No	Exchange Site sites	No. of persons required(8 hrs per shift)
------	---------------------	--

		Un-skilled	Highly-skilled
36	C Gongma	1	
37	Pangong	1	
38	Chushul	1	
39	Skalzangling	1	
40	Shachukul	1	
41	Martselang	1	
42	GM Office	1	
43	JTO Operation		2
44	SDE Mob Commercial		1
45	JTO OCB TAX		1
46	SDE Mobile (O&M)		2

Highly Skilled Total =06, Unskilled Total=42 G.Total-48

(Kargil BTS Sites)

S. No	Name of Location	No. of persons required(8 hrs per shift)	
		Unskilled	Highly skilled
1	Kargil BSC		1
2	Kargil Rigger		1
3	Choskor BTS	1	
4	Shakar BTS	1	
5	Satellite BTS	1	
6	Padam BTS	1	
7	Sankoo BTS	1	
8	Shergole BTS	1	
9	Skambo BTS	1	
10	Panikhar BTS	1	
11	Rambirpure BTS	1	
12	Taxi Stand BTS	1	
13	Samrah BTS	1	
14	Baroo Ckt House BTS	1	
15	Batalik BTS	1	
16	Namsuru BTS	1	

Highly Skilled Total =02, Unskilled Total=14 G.Total-16

Annexure –F(a)

Financial Bid

Rates of services to be provided for Zone -1, Leh of B.A. Leh. As per Central Government Minimum Wages Act. Vide Notification No.1/13(3)/2017-LS-II , dated 20-04-2017, daily rate of wages to the labours.(Separate Excel sheet attached for filling rates)

S.N o.	Description	Un-skilled manpower for 8 hrs. per day in LEH Division (In Rs.)	Highly-skilled manpower for 8 hrs. per day in LEH Division (In Rs.)
1	Basic + VDA	350 +9=359/-	579+14=593/-
2	EPF at 12% on SI no. 1EPF , as per J&K Employees Provident Fund Act/scheme,1961	43.08/-	71.1/-
3	ESI at 3 % on SI No 1	10.77/-	17.79/-
4	Administrative charges @ 5% on Total EPFEPF , as per J&K Employees Provident Fund Act/scheme,1961	4.3/-	7.1/-
5	EDLI charges @ 1% on Srl no 1	3.59	5.9
6	Service charges of Tenderer as percentage on Basic+ VDA (as per SI.no.1)		

NOTE: 1. Service Tax/ESI if applicable will be paid extra by BSNL from the date of order.

2.Bidder has to quote only the Percentage of Service Charge at Sr. No.6.

3.Service charge should not be quoted as 0%. If quoted the Bid will be rejected.

4. Basic , VDA,EPF,ESIC,Administrative charges & EDLI charges are subject to change as per Central/State Govt. notification however service charges at the time of agreement will remain fixed throughout the contract period.

Date:

Annexure –F(b)**Financial Bid**

Rates of services to be provided for Zone -II, Kargil of B.A. Leh. As per Central Government Minimum Wages Act. Vide Notification No.1/13(3)/2017-LS-II , dated 20-04-2017, daily rate of wages to the labours.(Separate Excel sheet attached for filling rates)

S.No.	Description	Un-skilled manpower for 8 hrs. per day in Kargil Division (In Rs.)	Highly-skilled manpower for 8 hrs. per day in Kargil Division (In Rs.)
1	Basic + VDA	350 +9=359/-	579+14=593/-
2	EPF at 12% on SI no. 1EPF , as per J&K Employees Provident Fund Act/scheme,1961	43.08/-	71.1/-
3	ESI at 3 % on SI No 1	10.77/-	17.79/-
4	Administrative charges @ 5% on Total EPFEPF , as per J&K Employees Provident Fund Act/scheme,1961	4.3/-	7.1/-
5	EDLI charges @ 1% on Srl no 1	3.59	5.9
6	Service charges of Tenderer as percentage on Basic+ VDA (as per SI.no.1)		

NOTE: 1. Service Tax/ESI if applicable will be paid extra by BSNL from the date of order.

2.Bidder has to quote only the Percentage of Service Charge at Sr. No.6.

3.Service charge should not be quoted as 0%. If quoted the Bid will be rejected.

4. Basic , VDA,EPF,ESIC,Administrative charges & EDLI charges are subject to change as per Central/State Govt. notification however service charges at the time of agreement will remain fixed throughout the contract period.

Date:

ANNEXURE -G**THIS AGREEMENT IS EXECUTED ON THE****By and is Between**

BSNL(A Govt. of India Enterprises) a company incorporated under the companies act.1956 having its registered office at Registered and Corporate Office: Bharat Sanchar Bhavan, Harish Chandra Mathur Lane, Janpath, New Delhi (hereinafter referred to as the 'Party of First Part' which expression shall included the legally constituted signatories, assigns, successors and officers duly empowered to execute such agreement) of the first part through its resolution passed in the meeting of Board of directors vide number dated Herein part of this agreement.

And
(hereinafter referred to as the party of second Part or second Part which expression shall included the legally constituted signatories assigns, successors and officers duly empowered to execute such agreement) of the second part through its-----empowered to execute this agreement.

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

whereas the party of first part has established a high brand through quality services. Marketing research, Publicity and public relation exercise in 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 the title/ heading /label/title/name/band/trade mark/trade-name/design/logo/drawing/blue print/sign/signal/indication/style/mode in the name and style of "BSNL" shall be exclusive properly of partly 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, eventually and cost of such transfer shall be bear by the party of second part. And

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

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

approved by the party of first part-----

Signature and seal of the bidder

2
3

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 PERMISES MADE HEREINAFTER PARTIES AGREES AS FOLLOWS:

1. Article 1: SHORT TITEL 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 documents executed on this regards.

2. Article 2: DEFINITIONS

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

2.1 Agreement

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

2.2 Parties;

The party of first part and the party of second part

2.2.1. Party of First Part means

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

2.2.2. Party of second Part means

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

2.3 Expression of interest.(EOI)

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

3. ARTICLE 3: PARTY OF FIRST PART PERMISSIONS

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

3.1 Use of premises.

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

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

3.2 Disclaimer

3.2.1 The Party of second part undertake 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

Signature and seal of the bidder

use of the fact having been Party of First Part in any relationship with 'BSNL' in the past for any business gains.

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

3.3 Scope of rights of party of second part;

The agreement 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 the Part as per the general policy statutory provision, rules, regulations 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, agreement 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 shall be 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. ‘Execution of Party of First Part’s other premises, offices Trade name, design, copying, goodwill etc.

3.5 Ministry of telecommunication Compliance

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

3.6 Ministry of labour Compliance

- 1)** The party of second part undertakes to comply with all the rules, regulation 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 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.
- 2)** If any complaints are received by the second party regarding less/nonpayment of pay/wages/EPF & ESI etc.,the deficit amount will be recovered from the first party from the security deposit .

Signature and seal of the bidder

4. ARTICLE : 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 GAAP or other relevant stature 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 inform 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 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 Seconds Part also undertakes to pay the said amount to the Party of first par 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 various relevant statutory provisions as prescribe by the relevant competent instrumentalities of the government .The Party of Second Part unambiguously understand 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 any outcome of such appointment. Party of first part in not responsible any such outcome.

4.4.3. The party of second part understand 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 the period taking care of all the laws, effective on that date and present a original copy for submission to relevant authorities.

4.5 Scope of Selection procedure, interview and training;

The party of first part reserves the right to decide to scope, location and dates of the selection process, final interview and training, if so required.

4.6 Reports and feed back

The party’s mutuality decides to exchange such reports and feedback and proper implementation of these agreements.

Signature and seal of the bidder

4.7 Confidants and protection of premises property of the Part of Second Part undertakes;

4.7.1 Not to cause 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 the 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 agreements forthwith stops 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, service, programs, materials manuals etc. to any third party and at any party during the tenure of the agreements or even after this agreement ceases to exist. And

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

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

4.8. The party of second part hereby undertakes BSNL against all action suits, proceeding, claims, losses, damages etc. Which may arise under minimum wages Act? Fatal Accident Act, workmen Compensation Act, Shops & Establishment Act, Family person & 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, suites arising out 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 of 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 obligation as provided under various statutory enactment including the employees provident fund and 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 works 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

Signature and seal of the bidder

ask the contractor to produce documents to verify that these provisions/laws are complied with by the contractor.

(c) If during the tender period, the minimum wages are revised by the Regional Labour Commissioner (Central) Leh under Minimum Wages Act., 1948, the same will be considered for revision by BSNL for payment of wages accordingly after approval of the competent authority. The bidder will be responsible to pay the revised wages to the person(s) deployed by him for the services and to submit all relevant records to the BSNL.

(d) 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 the against all claims whatsoever including but not limited to those arising out of the provisions contained in Workmen's compensation Act, 1923 Should the Contractor fail to take out and/or keep a foot insurance as provided for in the foregoing paragraph. BSNL/Lessee shall be entitled (but without any obligation to do so) to take out and /or keep 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 assistance 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 of second Part shall maintain any other record to ensure the compliance of guidelines from time to time.

4.15. Execution of non-core activities

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

4.15.2. The party of first part agrees to work in tandem with the party of second part for execution of non-core activities.

4.15.3. The Party of Second part agrees that the activity at ground level shall be the sole responsibilities of the Party of the 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 industry and to ensure this the Party of second Part appoints suitable and responsible person to supervise the proper implementation of such code, revised and amended up to date.

4.18 Membership affiliations;

The party of Second Part shall enroll itself as a member of such professional bodies, association and societies as the normal standard of the requirements of the industry. The Party of Second Part understand 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 improvement 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 and all statutory / Govt. Taxes. The Party of second part shall submit the copy of service tax paid challan and EPF/ESI paid challan for the previous month along with the bill submitted. While preparing the bill the party of second part shall bifurcate the amount of service tax in bills submitted. The Party of second part shall submit the bills monthly consolidated for each SDCA duly signed and verified by the officer's in-charge for satisfactory work execution.

5. Article 5 CONSIDERATIONS

5.1 Monthly Fee

5.1.1. The Party of First Part shall pay to the Party of Second Part an amount. Any demand by the shall not be 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 or payments of prescribe monthly fee.

5.1.2. The monthly fee shall not be increased under any circumstances whatever 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.

5.3.1 Taxes duties

Any taxes or duties (other than service tax), imposed or assessed by the central government or any other authorized local bodies in respect of payment or dues paid by the party of first part after signing this agreement, will be borne by the party of Second Part.

6. Article6: SERVICE BY THE PARTY OF FIRST PART

The Party of first part here by agrees to provide following service 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. Article7: DISBURSEMENT TO PARTY OF FIRST PART

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

8. Article 8: LIMITATION OF AGREEMENT

8.1. Trademarks: trade names and trade secrets

8.1.1. The Party of seconds Part shall not claim any ownership right in trade mark, trade name, design copyright, good will which is not the subject matter of this agreement but clauses of this agreement only.

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

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

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 the liabilities of the party of first part.

Signature and seal of the bidder

8.2 No 'Agency'

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

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

9. Article 9: INSURANCE

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

10. Article 10. TENURE AND RENEWAL OF THE AGREEMENT

10.1. Tenure

The tenure if this MOU shall expire under extreme circumstance until unless

Specifically agreed and in written form accepted by parties, through 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 provision, rules and regulation issued or changes by 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 GMTD Leh under the Contract or otherwise , the GMTD Leh shall be entitled to terminate the Contract by the written notice at any time during the currency on or contingencies, namely:

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

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(a) Negligence in carrying out the work or carrying out of work found to be unsatisfactory by the competent authority of GMTD Leh.

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

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

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

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

(f) Failure to execute the contract in terms of the Form of Contract forming part of the EOI Documents WITHIN 10(ten) days of notice in the behalf from the GMTD Leh

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 circumstance or organization of the party of second part. Which is detrimental to the interests of the work or the GMTD LEH.

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 part of second part's good 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 GMTD Leh shall refuse to continue the contract with the re-constituted firm;

10.3.9. If the party of second part of 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 GMTD Leh

10.3.10.if the party of second part shall sub-contract the whole or any part of the work in contravention of the provision of the contract

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10.3.11. The decision GMTD Leh (competent Authority), as to whether any of the events/ contingencies mentioned in above clauses, entitling the GMTD Leh 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, GMTD Leh shall give prior written notice to the party of second part to rectify the problem areas within maximum two weeks of time.

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

10.4.1. upon the expiry of the contracted period

10.4.2. upon occurrences of instances mentioned in clause above

10.4.3. upon mutual consent of the parties before the expiry of the period. In the event, the

11. Article 11: EFFECT OF NON –RENEWAL

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

12. Article 12: INDEMINIFICATION

12.1. Loses and damages

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

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

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

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

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

13. Article 13: DIRECT SUPERVISION

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

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

(a) Direct to take appropriate measures with respect to all its activities.

(b) Call arbitrator Assume direct supervision over the operations.

(c) The Parties reserve the right to withdraw or report to the arbitrator at its discretion during the currency of the agreement if the condition so demand.

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

14. Article 14: DEFAULTS

14.1. The occurrence of the following events /acts shall constitutes good and sufficient cause for the Party of first Part at its options and without prejudice to any other rights or remedies provided for hereunder or by law or equity to redressal of the issue, this agreement without any compensation by notice in writing to the Party of second Part, such notice to redressal of the issue 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 MOU, It excludes the agencies appointed to carry our 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 requirement mentioned in the expression of interest (EOI) application given to the Party of this first by the second part is found to be misleading, false and incorrect , the party of fist 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.

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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 second parts fails to do so, 5% of the monthly contract amount will be deducted from their payment of the party of the second part for every such instance of negligence on their part.

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

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

15.1. AS described, this agreement is terminable, re-convening of this agreement 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 of the Party of First in particular but without forgoing generality, the Party of second Part shall execute the work assigned to it.

15.3. Lien and damages;

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

16. Article 16: MISCELLANEOUS /GENERAL CONSITION

16.1.Interpretation

The recitals incorporated herein make a part of this agreement, total of article, section, clauses and paragraphs are used for convenience only and are part of the text. All terms used in anyone 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

The agreement constitute 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, condition 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.

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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 condition 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 constructed in accordance with the laws of republic of India.

16.5. Applicable laws

This agreement including any matter 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 addresses/fax/email mention hereunder:

Of party of first
part 1.

2.

3.

Of party of second
part 1.

2.

3.

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

16.9. Force majeure clause;

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

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

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

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

17. Article 17: Arbitration and jurisdiction

17.1. 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 who 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 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 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

17.4. Any increase in Wages as per the minimum wages by Govt. time to time will be borne by the BSNL. The contractor will prepare the bills accordingly and charge the service charges per person per month. Service charges will remain fixed.

Agreed and accepted

Signatures of Witnesses of parties are;

BY Party of first part

Party of second part

Through authorized signatory

Through authorized signatory

Sh..

Sh..

Witnesses;

Witnesses:-

1.

1.

.

Signature and seal of the bidder