

## अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687765025785

अनुबंध तिथि | Contract Generated Date : 07-Feb-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2023/B/4282105](#)

अनुसूची नाम | Schedule Name: Schedule 4

संगठन विवरण   Organisation Details	खरीदार विवरण   Buyer Details
प्ररूप   Type : Central PSU मंत्रालय   Ministry : Ministry of Communications विभाग   Department : Department of Telecommunications (DOT) संगठन का नाम   Organisation Name : Bharat Sanchar Nigam Limited (BSNL) कार्यालय क्षेत्र   Office Zone : TN CIRCLE MM SECTION	पद   Designation : SDE Tender TNCO संपर्क नंबर   Contact No. : - ईमेल आईडी   Email ID : mailsaravanan@bsnl.co.in जीएसटीआईएन   GSTIN : - पता   Address : O/o CGM, BSNL Tamilnadu Circle, No 16, Greams Road, Chennai, CHENNAI, TAMIL NADU-600006, India

वित्तीय स्वीकृति विवरण   Financial Approval Detail	भुगतान प्राधिकरण विवरण   Paying Authority Details
आईएफडी सहमति   IFD Concurrence : Yes प्रशासनिक अनुमोदन का पदनाम   Designation of Administrative Approval: CGMT, TN circle वित्तीय अनुमोदन का पदनाम   Designation of Financial Approval : Sr. GM Finance, TN circle	भुगतान का तरीका   Role: PAO भुगतान का तरीका   Payment Mode: Offline पद   Designation : CAO CA ईमेल आईडी   Email ID : vkmurli69@bsnl.co.in जीएसटीआईएन   GSTIN : 33AABC576G1ZS पता   Address : O/o CGM, BSNL Tamilnadu Circle, No 16, Greams Road, Chennai, TAMIL NADU-600006, India

परोक्षिती विवरण   Consignee Details		
क्र.सं.   S.No	परोक्षिती नाम & पता   Consignee Name & Address	सेवा विवरण   Service Description
1	संपर्क   Contact : 0427-2317677- ईमेल आईडी   Email ID : rgmathyslm@bsnl.co.in जीएसटीआईएन   GSTIN : - पता   Address : NO.1 SEERANGAPALALYM ROAD, SALEM, SALEM, TAMIL NADU-636007, India	Cluster Outsourcing for Maintenance of Landline and Broadband network – OFC Network - SLA Based OFC Route Preventive And Corrective Mtce in the Cluster Salem Valapady and Namakkal In Salem Business Area; RATE MAY BE QUOTED PER Km PER YEAR

सेवा प्रदाता विवरण   Service Provider Details	
जेम विक्रेता आईडी   GeM Seller ID :	S74L230008670903
कंपनी का नाम   Company Name :	SRI PROGRESSIVE PROJECTS
संपर्क नंबर   Contact No. :	07702302289
ईमेल आईडी   Email ID :	contracts.spprojects@gmail.com
पता   Address :	H. No. 1-6-5/5, Plot No.5,,3rd Floor, Ganapathi Arcade,,Sriram Nagar Colony, Kapra, ECIL Post, Secunderabad, Medchal - Malkajgiri, Telangana 500062,Kapra, Hyderabad, TELANGANA-500062, -
एमएसएमई पंजीकरण संख्या   MSME Registration number :	UDYAM-TS-09-0007678
एमएसई सामाजिक श्रेणी   MSE Social Category :	General
एमएसई लिंग श्रेणी   MSE Gender :	Male
जीएसटीआईएन   GSTIN:	36ACJFS2918J1ZS

\*जिसके नाम के पक्ष में GST/TAX इनवॉइस पेश किया जाएगा | GST / Tax invoice to be raised in the name of - Consignee

**सेवा विवरण | Service Details**

सेवा प्रारंभ दिनांक (नवीनतम) | Service Start Date (latest by): 14-Feb-2024 सेवा समाप्ति तिथि | Service End Date : 14-Feb-2025

श्रेणी नाम | Category Name : Cluster Outsourcing for Maintenance of Landline and Broadband network – OFC Network

बिलिंग चक्र   Billing Cycle: monthly			
विवरण   Description	Number of Clusters	Maintenance Charges per KM	
Category of work			
Maintenance work for network	1	9800.000	
Approximate kms for maintenance of Optical Fibre during contract period	769.856		
कुल राशि (सूत्र)   Total Amount (Formula) : ( Maintenance Charges per KM*Approximate kms for maintenance of Optical Fibre duri ng contract period )			
ऐडऑन के बिना कुल मूल्य   Total Value without Addons(INR)			7544588.8

कुल एडऑन मूल्य   Total Addon Value(INR)			0	
एडऑन सहित कुल मूल्य   Total Value Including Addons(INR)			7544588.8	
अतिरिक्त जानकारी   Additional Details				
• Name of Cluster : Cluster 11 - Salem, Valapady and Namakkal				
<b>कर द्विभाजन   Tax Bifurcation</b>				
विवरण   Particular	जीएसटी   GST (18%)	जीएसटी उपकर 1   GST Cess 1 (0%)	जीएसटी पर इनपुट टैक्स क्रेडिट (आईटीसी)   Input Tax Credit (ITC) on GST (100%)	जीएसटी उपकर पर आईटीसी 1   ITC on GST Cess 1 (100%)
Cluster Outsourcing for Maintenance of Landline and Broadband network – OFC Network	1150869.48	0	1150869.48	0
<b>अनुबंध की राशि   Amount of Contract</b>				
सभी शुल्क और करों सहित कुल अनुबंध मूल्य   Total Contract Value Including All Duties and Taxes(INR)			7544588.8	
<b>एसएलए विवरण   SLA Details</b>				
<b>Service STC</b> <b>Special Terms and Conditions</b> <b>For Cluster Outsourcing for Maintenance of Landline and Broadband network – OFC Network</b>				
<b>1.Preamble</b>				
A. All the Maintenance of landline and broadband networks - Cluster Outsourcing model Service contracts placed through GeM shall be governed by following set of Terms and Conditions:				
I. General terms and conditions for Goods and Services. ("GTC")				
II. Service Specific Terms and Conditions ("STC") contained in this document				
III. BID / Reverse Auction specific Additional Terms and Conditions ("ATC") as specified by the Buyer				
B. The above terms and conditions are in reverse order of precedence i.e. ATC shall supersede Service specific STC which shall supersede GTC, in case of any conflicting provisions.				
C. This document represents a Special Terms and Conditions ("STC") the Service Level Agreement (SLA) governing the contract between the Buyer and Service Provider. The purpose of this document is to outline the scope of work, Stakeholder's obligation and terms and conditions of all services covered as mutually understood by the stakeholders.				
<b>2. Objectives and Goal</b>				
The objective of this document is to ensure that all the contractual terms and conditions are in place to ensure consistent delivery of services to buyer by service provider. The goals of this agreement are to:				
• Provide clear reference to service ownership, accountability, roles and responsibilities of both parties				
• Present a clear, concise and measurable description of services offered to the buyer				
• Establish terms and conditions for all the involved stakeholders, it also includes the actions to be taken in case of failure to comply with conditions specified				
• To ensure that both the parties understand the consequences in case of termination of services due to any of the stated reasons				
The document will act as a reference document that both the parties have understood the above-mentioned terms and conditions and have agreed to comply by the same.				
<b>3. Stakeholders</b>				
The main stakeholders associated with this agreement are:				
a. Buyer: Buyer is responsible to provide clear instructions, approvals and timely payments for the services availed as per the contractual terms.				
b. Service Provider: Service provider is responsible to provide all the required services in timely manner and to the satisfaction of buyer or its authorized representative. Service provider may also include seller supplier/ bidder/contractor, any authorized agents, permitted assignees, successors and nominees as per the context and as described in the agreement.				
The responsibilities and obligations of the stakeholders have been outlined in this document. The document also encompasses payment terms and penalties in case of non-adherence to the defined terms and conditions.				
<b>4. Service Scope</b>				
Maintenance of landline and broadband network refers to comprehensive and scheduled maintenance of landline and broadband networks – OFC in various areas across the country. This service will cover the operation and maintenance of landline, broadband network and equipment's of optical fibre across various clusters defined by the buyer. A provision for uploading of scope of work will be provided to the buyer to detail out the requirements under the scope.				
<b>5. Terms &amp; Conditions –</b>				
<b>5.1 Buyer's Obligation</b>				
1. The Buyer shall nominate a Nodal Officer/Engineer in-Charge from its organization to coordinate with the Service Provider to facilitate operation and maintenance of the Solar Energy Power Plant.				
2. The Buyer shall provide access and adequate space to the authorized personnel of the Service Provider to work in the specified area.				
3. The Buyer must notify the Service Provider, as soon as possible after the Buyer becomes aware of following conditions -				
a. For any problems, complaints, incidents or accidents that occur during the Contract including any form of inappropriate behaviour/ improper uniform by the personnel.				
b. For any dishonest, wrongful or negligent acts or omissions of its personnel or agents in connection with the services				
4. The Buyer can issue instructions if required or necessary for the prompt and effective implementation of the services to officials, agents and representatives, of the Service Provider				
<b>5.2 Service provider Obligation</b>				
1. Deployment of manpower will be made by the service provide as per the requirement of the scope of work for the zones/area.				
2. The service provider shall not assign or sublet the work to any other person or agency without the prior written approval of buyer.				
3. It shall be the responsibility of the service provider to make all efforts for 100% achievement of target of provisioning that is assigned to him/her.				
4. The service provider must fulfill the statutory requirement during the agreement period.				
5. The buyer can terminate the contract, upon non-performance & failure to meet all the SLAs i.e., MTTR, Provisioning, fault clearance and repeat faults parameters for consecutive 3 months.				
6. If the service provider fails to carry out work as per the scope of work and standard required, the buyer reserves the right to offer the work to any other agency to execute and claim the cost regarding the same from the Service Provider.				

7. The service provider shall indemnify the buyer against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the goods or any part thereof in Indian Telecom Network.
8. The person/persons deputed for the execution of job should have minimum working knowledge in the respective field and should have good conduct and behaviors. If any irregularity is noticed by supervisor or any representatives of the buyer, the service provider is liable to withdraw such person(s).
9. All materials provided/supplied to the service provider will always be the sole property of the buyer even when they are under the safe custody of the service provider. Any damage or loss is to be made good by the service provider on actual cost basis
10. The service provider should make his own arrangements to execute the work without interruption on any account.
11. It shall be the responsibility of the service provider to provide all types of safety equipment/gears to the staff engaged by him and observe all safety measures at all times.
12. Buyer will not be liable for any additional works, which have not been provided for in the scope of work but carried out by the service provider without prior written sanction of the buyer.
13. The Service Provider shall at all times ensure that the services being provided under this Contract/ Agreement are performed strictly in accordance with all applicable laws, orders, bye-laws, regulations, rules, standards, recommended practices guidelines, notifications etc, and no liability in this regard will be attached to the Buyer.
14. The Service Provider shall be fully responsible for the acts of their representative team members and shall fully indemnify the Buyer for any kind of losses or damages caused by its team members. The Buyer shall not be responsible for any claim from any team member employed by the Service Provider. The Service Provider shall wholly and fully be responsible for any such claims.
15. The Service Provider shall also provide at its own cost all benefits- statutory or otherwise, to all its deployed personnel and the Buyer shall not have any liability whatsoever on this account.
  - a. The Service Provider shall deploy manpower who are above eighteen years of age and are not above 65 years of age.
  - b. If required by the Buyer and wherever applicable, the Service Provider shall provide documentary proof for the qualifications and experience of the manpower deployed by them. The bio-data, qualification and experience of the said manpower should be certified by the Service Provider.
  - c. The personnel being deployed shall ordinarily be continued and should not be changed without written intimation and consultation with the Buyer. In case the manpower deputed by the Service Provider is found not suitable, the Service Provider shall replace such manpower without any additional cost to the Buyer, if directed by the Buyer. The Service Provider shall not deploy or shall discontinue deploying such person(s).
16. The Service Provider shall get the police verification done for all its deployed personnel at site
17. The Service Provider shall ensure medical fitness of all its deployed personnel at site.
18. Duty hours of workman/supervisor for the job will be same as followed under the Industrial Act and as per instructions of the Buyer. However, the Workmen/Supervisors can be called upon at any time and they have to work on holidays/rest days also, if necessary, based on the demand of work.
19. The Service Provider shall maintain registers and checklists for each activity and the work done by each of the personnel deployed and make available to the Buyer/ Buyer's representative for verification and endorsement, if required.
20. The Service Provider shall deploy adequate number of skilled, semi-skilled and unskilled workmen who are necessary for the proper and timely execution of the services. Excess manpower shall not be deployed without approval of the Buyer.
21. The Service Provider would always keep adequate number of equipment (in working conditions) at the site which is needed to ensure smooth function of this Contract covering the scope of work.
22. The Service Provider must provide required tools, equipment and safety gears based on applicable regulations/codes/guidelines.
23. The location for reporting shall be provided by the Buyer to the Service Provider.
24. All the amenities to manpower's such as drinking water, washing facilities etc. should be provided by the service provider at his own cost at the work spot as required under Contract Labour (R&A) Act, 1970.
25. The service provider shall comply with all provisions of the 'Payment of Wages Act'1936, Minimum Wages Act 1948, Employees Liability Act 1938, Workmen Compensation Act, 1923, Industrial Disputes Act 1947, Maternity Benefit Act 1961 and Contractor Labour (Regulation And Abolition) Act 1970 or the modifications thereof or any other labour laws relating thereto and the rules made there under from time to time. The service provider shall indemnify buyer against payments to be made by him to all workers engaged and provided by him strictly after observance of the Minimum Wages Act, 1948 and other labour laws as applicable time to time.
26. The service provider shall obtain / purchase all required insurances and make all safety arrangements required for the labourer engaged by him at his own cost. All consequences due to negligence or due to lapse of security/safety measures or otherwise shall be responsibility of the service provider. Buyer shall not be responsible for any mishap, injury, accident or death of the service provider's staff directly or indirectly. All liabilities arising out of accident or death while on duty shall be borne by the service provider. No claims in this regard shall be entertained/accepted/borne by the Buyer
27. Insurance: The Service Provider shall take an insurance policy for all the employees employed by them against accidents and injuries while at work as required by the relevant rules and agreement clause. It shall be the obligation of the Service Provider to pay compensation, if any to his workmen as per Workmen's Compensation Act and any statutory modification and also in respect of any damage or compensation payable in consequence of any accident or injury sustained by the workmen or other persons whether in the employment of Service Provider or not, if caused by the action of negligence on the part of the Service Provider. The Buyer will not share any responsibility or liability fully or partly on above. The decision of the Buyer in regard to fixing the responsibility for the accident will be final and binding. All costs on such insurance shall be deemed inclusive in price bid.

### 5.3 Independent Contractors

The relationship between Buyer and Service Provider under this Contract is that of principal to principal basis and neither party shall have the power or authority to bind or obligate the other party except as expressly set forth in this Contract. Therefore, Service Provider nor the personnel of the Service Provider shall become the employee of the Buyer under this Contract. The Buyer shall also not be liable to the Service Provider nor its personnel, beyond the scope and the fees as mentioned in the STC. For the sake of clarity it is stated that Buyer shall not be responsible for any claim such as salary or allowances, bonus, compensation, damages or anything arising out of their employment/duty under this STC. The Service Provider shall make them known about this position in writing before deploying the personnel to the Buyer site. The Buyer shall in no way be responsible for the violation of any laws from the time being in force, either by the Service Provider or its employees.

### 6. Payment Terms

- i. The Payment Procedure shall be as specified in the General Terms and Conditions of GeM and the Payment Schedule will be as defined by the buyer.
- ii. The payment will be made to the service provider as defined by the buyer on submission of the bill by the service provider and after deducting penalty amount, if any.

### 7. Formula Used –

Total Price = A\*B

Where,

A = Maintenance price per km (provided by service provider)

B = Number of Km ( provided by buyers)

### 8. SLA and Deductions

- (i) Breach of SLA is defined as performance lower than requisite performance in this agreement.
- (ii) Deductions will be levied on the service provider, for the violation of Service Level Agreement of the contract as mentioned below:

Sr. No	Particulars	Financial Implications
1	Delay of more than 3 days for provisioning of new LL or BB connection	Rs 25/- per day delay for each connection (maximum Rs. 100/- for each connection)
2	Delay of more than 2 days for provisioning of new BB on existing LL connection	Rs 25/- per day delay for each connection (maximum Rs. 100/- for each connection)

Sr. No	Particulars	Financial Implications
3	Delay of more than 3 days for provisioning of PRI/SIP Trunk/Leased Lines or any other services on customer access NW	Rs 50/- per day delay for each connection (Maximum Rs.200/- for each connection)
4	95% fault clearance in 24 hours	0.2% of invoice value for each 1% of slippage
5	Delay beyond 12 hours for MTTR (FMC<=300)	0.3% of invoice value for each hour of slippage
6	Delay beyond 8 hours for MTTR [FMC (301-600)]	0.5% of invoice value for each hour of slippage
7	Delay beyond 4 hours for MTTR (FMC>600)	1.0% of invoice value for each hour of slippage
8	Delay beyond 3 hours for MTTR (PRI/SIP/Lease Ckt)	1.33% of invoice value for each hour of slippage
9	Percentage of numbers out of total numbers in the fault list appearing as repeat fault shall not exceed 10%	0.5% of invoice value for each 1% of slippage

#### शुद्धिपत्र | Corrigendum

1. GeM-Bidding-Corr-5676899-1.pdf :[यहाँ क्लिक करें | click here](#)
2. तक बढ़ाया गया | Extended Upto : 2023-12-29 15:00:00

#### अतिरिक्त आवश्यक डेटा/दस्तावेज़: खरीदार | Additional Required Data/Document(s) : Buyer

1. Scope of Work to be mentioned by Buyer : [click here](#)

#### ईपीबीजी विवरण | ePBG Detail

सलाहकार बैंक   Advisory Bank :	PUNJAB NATIONAL BANK
ईपीबीजी प्रतिशत (%)   ePBG Percentage(%):	5.00
बोली लगाने वाले को बोली के नियमों और शर्तों के अनुसार लागू ईपीबीजी प्रस्तुत करना होगा   The bidder shall furnish ePBG as applicable as per bid's terms and conditions	

#### आरसीएम/एफसीएम के संबंध में सामान्य खंड | General Clauses w.r.t RCM/FCM

1. Where ever RCM is applicable, for sellers (Regular GST registered seller who opted out of FCM as per notifications of GST like GTA , unregistered seller), Buyer have liability of paying the GST and GST cess to the government on the specified rate mentioned by them in this contract. Seller will invoice buyer with Zero GST and GST cess.
2. For Registered sellers as per FCM, rates will be inclusive of prescribed rate of GST and GST cess. ITC available to buyer as shown in the bid document have been applied while evaluating the bids. Seller has liability of paying the GST and GST cess to the govt and same will be charged from buyer while invoice.
3. For Registered sellers who opted for RCM while quoting for specified category under section 9(3) like GTA rates will be exclusive of GST and GST cess. GST and GST cess as indicated by the buyer in the bid document payment of GST and GST Cess will be the liability of buyer.
4. For Unregistered sellers Liability of payment of GST and GST cess is in Buyers scope. GST and GST cess as indicated by the buyer in the bid document will be the liability of buyer . Unregistered seller will invoice buyer with zero GST and Zero GST cess.
5. For sellers under Composition Scheme: There is no liability of payment of GST and GST cess in Buyers cope. Seller will invoice Zero GST and GST cess in the invoice to buyer.

#### नियम और शर्तें | Terms and Conditions

##### 1. General Terms and Conditions-

- 1.1 This contract is governed by the [General Terms and Conditions](#), conditions stipulated to this Product/Service as provided in the Marketplace.
- 1.2 This Contract between the Seller and the Buyer, is for the supply of the Goods and/ or Services, detailed in the schedule above, in accordance with the General Terms and Conditions (GTC) unless otherwise superseded by Goods / Services specific Special Terms and Conditions (STC) and/ or BID/Reverse Auction Additional Terms and Conditions (ATC), as applicable

##### 2. Buyer Added Bid Specific Terms and Conditions-

###### 2.1 Generic

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

###### 2.2 Buyer Added Bid Specific ATC:

Buyer uploaded ATC document [Click here to view the file](#).

नोट: यह सिस्टम जनरेटेड फाइल है। कोई हस्ताक्षर की आवश्यकता नहीं है।

Note: This is system generated file. No signature is required.