



**BHARAT SANCHAR NIGAM LIMITED
CHENNAI TELEPHONES**

BID DOCUMENT

**Tender for Aerial Cable Construction & Maintenance of
both existing & new OFC installations for FTTH/HSBB
Network including customer end provisioning in Divisions
of STM Zone of South Area**

TENDER No. DE(NGL)/Aerial/2017-18/1 dated 31/10/2017

**GENERAL MANAGER (NWO-SOUTH)
BSNL CHENNAI TELEPHONES
40 – E, CIPET ROAD, TVK INDUSTRIAL ESTATE
GUINDY, CHENNAI – 600032.**

Certified that the tender contains 80 Pages only

Sale Copy No.

Page 1 of 80

Signature of Bidder with seal

**BHARAT SANCHAR NIGAM LIMITED
CHENNAI TELEPHONES
TABLE OF CONTENTS**

<u>Section</u>	<u>Content</u>	<u>Page No.</u>
TECHNICAL BID DOCUMENT		
I	Notice Inviting Tender	3
II	Instruction to Bidders	5
III	General (Commercial) conditions of the Contract	15
IV	Special (Commercial) conditions of the contract (SCC)	29
V	Scope of Work and jurisdiction of Contract (Part A and Part B)	41
VI	A. Bid Form & B. Bid Security Form	54
VII	Agreement	56
VIII	Undertaking/Certificates	58
IX	Performance Security Guarantee Bond	62
X	Bidders Profile	64
XI	Letter of authorization for attending Bid opening	67
XII	List of the documents to be submitted along with bid	68
 FINANCIAL BID DOCUMENT		
XIII	Financial Bids	69
XIV	Basic Rates/Schedule of rates	70
 SECTION –XV (ANNEXURES)		
A	Procedure for issue/return of material by the Contractor	71
B	Site Order Book specimen	75
C	Application for extension of time Part A & B	76
D	Hindrance Register	78
E	Check List for Submission of Tender Bid	79
F	Tentative Length of OFC and Other Cable for Maintenance	80

SECTION -I
BHARAT SANCHAR NIGAM LIMITED
A Govt. of India Enterprise
CHENNAI TELEPHONES

NOTICE INVITING TENDER

Tender for Aerial Cable Construction & Maintenance of both existing & new OFC installations for Fiber To The Home (FTTH)/High Speed Broad Band (HSBB) Network including customer end provisioning in Divisions of STM Zone of South Area

TENDER No. DE(NGL)/Aerial/2017-18/1 dated 31/10/2017

Properly sealed Tenders (Packing PVC tape/Sealing wax with Personal Seal) are invited for and on behalf of GM (South) from the eligible contractors for the following works:

1. Name of work: Aerial Cable Construction & Maintenance of both existing & new OFC installations for FTTH/HSBB Network including customer end provisioning in Divisions of STM Zone of South Area of BSNL Chennai Telephones.
2. Area of contract & eligible contractors:

Jurisdiction	Eligibility class of Contractors	Estimated cost of Work in Rs.	Cost of Bid document (non refundable) in Rs.	Bid Security (EMD) in Rs. at 2%
All Exchanges under Divisions of DGM (STM) (O & M) zone of South area, Chennai Telephones	One year of experience in OFC/ Cable TV Network UG or Aerial Constructions/ operations for any franchise/service provider	Rs.9,99,000/= (Rupees Nine Lakhs Ninety Nine Thousand only)	Rs.500/- Plus GST 18%	Rs.20,000/= (Rs. Twenty Thousand only) in the form of DD / Banker's Cheque drawn in favour of BSNL, Chennai Telephones

3. Period of Contract: One year from the date of agreement **or** completion of work tendered, whichever is earlier. Extension of another six months on the same approved rates with mutual consent.
4. Mode of payment: Tender document can be had on production of Cash or Crossed DD drawn in favor of BSNL -CHENNAI TELEPHONES, payable at (Chennai) (Issued by a Scheduled Bank).

5. Bid Security (EMD @ 2%) Rs.20000/- in the form of DD / Banker's Cheque in favour of BSNL, CHENNAI TELEPHONES
6. Tender document containing detailed Description of work and Terms & condition can be had from ACCOUNTS OFFICER C & A SW BSNL CHENNAI TELPHONES No. 40E, CIPET ROAD, TVK INDUSTRIAL ESTATE GUINDY, CHENNAI – 32.
- 6A. **The tender/bid document can be down loaded from our website www.chennai.bsnl.co.in and application made on such a form shall be considered valid for participating in the tender process. However, at the time of submission of bids, the cost of the tender document should be paid in the form of crossed demand draft as mentioned above and should be kept in the Technical bid cover. Cost of the bid document is neither transferable nor refundable.**
7. Sale of tender documents: Between 11.00 Hrs. to 16.00 Hrs. from 01/11/2017 to 14/11/2017 (Except on Sundays & Holidays).
8. Time and date of submission of Bid: Up to 14.00 Hrs. 15/11/2017.
9. Time of Bid opening: At 15.00 Hrs. on 15/11/2017.
10. The sealed envelopes containing bid documents are to be addressed to Divisional Engineer (NGL), B-3, Lakshmi Nagar I Main Road, Nanganallur, Chennai-600 061 and super-scribed as **“Tender for Aerial Cable Construction & Maintenance of both existing & new OFC installations for FTTH/HSBB Network including customer end provisioning in Divisions of STM Zone”** due for opening on 15/11/2017.
11. The tender/bid which is not accompanied by the requisite Bid Security and not submitted as per Sec. II (D) shall be summarily rejected by the TOC itself. Tender will not be accepted / received after expiry date and time. **BSNL-CHENNAI TELEPHONES** reserves the right to reject any or all tenders without assigning any reason whatsoever.

**Divisional Engineer (NGL)
CHENNAI TELEPHONES**

SECTION –II
Instruction to Bidders

A. INTRODUCTION:

1. DEFINITIONS

a. **The BSNL means BHARAT SANCHAR NIGAM LIMITED, Government of India Company with Board of Directors and Chairman & Managing Director, with Headquarters at New Delhi.**

b. **BSNL Chennai Telephones means Bharat Sanchar Nigam Limited, Chennai Telephones headed by the Chief General Manager.**

c. All references of :

Chief General Manager	Sub Divisional Engineer
Sr. General Manager	Junior Telecom Officer
General Manager	Sr. Accounts Officer
Additional General Manager	Accounts Officer
Deputy General Manager	Assistant Accounts Officer
Assistant General Manager	Junior Accounts Officer
Divisional Engineer	
Chief Accounts Officer	

Including other officers in the BSNL, whatever designations assigned to them from time to time, who may be the in-charge of direction, supervision, testing, acceptance and maintenance including their successor(s) in the office appearing in various Clauses shall be taken to mean the BSNL, an Enterprise under the Ministry of Communications and IT, Govt. of India.

a) **Sr. General Manager/General Manager** means all Area Sr.GM / GMs of Chennai Telephones and their successors.

b) **Additional General Manager/Deputy General Manager** means all Addl.GMs / DGMs of Chennai Telephones District and their successors.

c) **Assistant General Manager / Divisional Engineer** means all AGMs / DEs External/Construction of Chennai Telephones District in-charge of Aerial cable construction, laying, rehabilitation and maintenance of cable works and their successors.

d) **Jurisdiction** means present Telecom Network serving area by Chennai Telephones and expansions of Telecom Network in future.

e) **Site Engineer:** Site Engineer shall mean SDE of BSNL who may be placed by the AGMs / Divisional Engineer as in-charge of the work at site at any particular period of time.

f) **Contract:** The term contract means, the documents forming the tender and acceptance thereof and the formal agreement executed between the competent authority on behalf of Sr.GM (S)/GM(S), BSNL-CHENNAI TELEPHONES and the contractor, together with the documents referred to therein including these conditions, the specifications, designs, drawings and instructions issued from time to time, by the engineer in-charge and all these documents taken together shall be deemed to form one contract and shall be complementary to one another. In the contract, the following expressions shall, unless the context otherwise requires, have the meanings, hereby respectively assigned to them. The expression works or work shall unless there be something either in the subject or context repugnant to such construction, be construed and taken to mean the works by or by virtue

of the contract contracted to be executed whether temporary or permanent, and whether original, altered, substituted or additional.

- g) **Contractor** : The Contractor shall mean the individual, firm or company, undertaking the works and shall include the legal heirs of such individual or the persons constituting such firm or company, or the successors of such firm or company and the permitted assignees of such individual, firm or company.
- h) **Work** : The expression “works” shall unless there be something either in the subject or context repugnant to such construction be construed and taken to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent and whether original, altered, substituted or additional.
- i) **Schedule(s)**: Schedule(s) referred to in these conditions shall mean the relevant schedule(s) or the Basic schedule of rates mentioned in the document.
- j) **Site** : The site shall mean the land / or other places on, into or through which work is to be executed under the contract or any adjacent land, path or street through which, the work is to be executed under the contract or any adjacent land, path or street which may be allotted or used for the purpose of carrying out the contract.
- k) **Normal time or stipulated time**: Normal time or stipulated time means time specified in the work order / SLA to complete the work.
- l) **Extension of time**: Extension of Time means the time granted by the Addl.GM / DGM concerned to complete the work beyond the normal time or stipulated time.
- m) **Date of Commencement of work**: Date of Commencement of Work means the date of actual commencement of work or 7th day from the date of issue of work order, whichever is earlier.
- n) **Due date of completion**: Due date of completion shall be the date by which the work shall be completed at site including clearance of site.
- o) **Duration of completion of work**: The duration of completion of work or completion time shall be time specified in the work order plus extension of time granted, if any.
- p) **Excepted risk** : Excepted risk are risks due to war (whether declared or not), invasion, act of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, military or usurped power, any acts of Government damages from aircraft, acts of God, such as earthquake, lightning and unprecedented floods and other causes over which, the contractor has no control and the same having been accepted as such by the Accepting Authority or causes solely due to use or occupation by the Government of the part of the work, in respect of which a certificate of completion has been issued.

2. ELIGIBILITY OF BIDDERS :

- (a) The bidders – individuals or firms or companies should have minimum of One year of experience in OFC/ Cable TV Network UG or Aerial Constructions/ operations for any franchise/service provider.
- (b) The bidder shall compulsorily submit the duly attested Work Order / Contract Agreement / Copy of Authorized Dealership or Franchise of reputed Cable TV of his last OR current Contract copy for the experience.

B. THE BID DOCUMENTS

3. BID DOCUMENTS :

- 3.1. The works to be carried out under Tender for Aerial Cable Construction & Maintenance of both existing & new OFC installations for FTTH / HSBB Network including customer end provisioning in Divisions of STM Zone of South Area of

BSNL Chennai Telephones, bidding procedures and contract terms are prescribed in the Bid Documents. The Bid Documents include:

3.1.1 Qualifying Bid:

- 3.1.1.1 Notice Inviting Tender
- 3.1.1.2 Bid Form.
- 3.1.1.3 Tenderer's Profile
- 3.1.1.4 Instruction to Bidders
- 3.1.1.5 General (Commercial) Conditions of the Contract
- 3.1.1.6 Special conditions of contract
- 3.1.1.7 Scope of Work and jurisdiction of the contract
- 3.1.1.8 Details & Specifications of External upgradation
- 3.1.1.9 Schedule of Requirement
- 3.1.1.10 Performance Security Form
- 3.1.1.11 Agreement (Sample)
- 3.1.1.12 Letter of Authorization for Attending Bid Opening
- 3.1.1.13 List of Documents to be submitted along with the Qualifying Bid

3.1.2 Financial Bid:

- 3.1.2.1. Bid Proforma
- 3.1.2.2. Price Bid
- 3.1.2.3. Letter of Authorization for attending Financial Bid opening

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

4. QUERIES ON BID DOCUMENTS;

A prospective bidder, requiring any clarification of the Bid Documents shall notify the Divisional Engineer (NGL) in writing or by fax or cable or e-mail at the department's mailing address indicated in the invitation of Bids. Divisional Engineer (NGL) (Contact No. 044-22244994, denglchtd@gmail.com) shall respond in writing to any request for clarification of the Bid Documents, which it receives not later than 14 days prior to the date for the opening of the bids. Copies of the query (without identifying the source) and the clarifications by BSNL shall be sent to all the prospective bidders who have purchased the bid documents and all such clarifications issued by BSNL will form part of the bid document. 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.

5. AMENDMENT OF BID DOCUMENTS :

- 5.1. At any time, prior to the date of submission of bids, BSNL may, for any reason whether *suo motto* or in response to a clarification requested by a prospective Bidder modify the bid documents by amendments.
- 5.2. The amendments shall be notified in writing and sent by FAX to all prospective bidders on the address intimated at the time of purchase of bid document from BSNL and these amendments will be binding on them. The amendments shall be displayed on Chennai Telephones website also.

5.3. In order to afford prospective bidders reasonable time to take the amendments in to account in preparing their bids, BSNL may, at its discretion, extend the deadline for the submission /opening of bids suitably.

5.4. The Amendments, if any, shall also be notified in Website www.chennai.bsnl.co.in and the Bidder is instructed to regularly visit & see the Website Tender Column for any Corrigendum / Amendments issued in this Tender till the Bid Opening Date.

C. PREPARATION OF BIDS

6. COST OF BIDDING:

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

7. DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS

The bidder shall furnish the following documents, as part of his bid documents establishing the bidder's eligibility,

Bid Submissions (Single Sealed Envelope containing all the Documents):

(A) Submission of Mandatory documents:

- (a) Tender document(s), in original, duly filled in and signed (**ink other than black**) in all pages by tenderer or his authorized representative along with seal on each page. All corrections and overwriting must be initialed with date by the tenderer or his authorized representative.
- (b) DD / Banker's Cheque -Bid Security.
- (c) DD / Banker's Cheque –Tender document fee.
- (d) Document proof of having minimum of One year of experience OFC/ Cable TV Network UG or Aerial Constructions/ operations for any franchise/service provider. The bidder shall compulsorily submit the duly attested Work Order / Contract Agreement / Copy of Authorized Dealership or Franchise of reputed Cable TV of his last OR current Contract copy for the experience.

(i) Submission of Eligibility documents (Documents shall be duly self attested/attested):

- (a) Copy of The Registration of the Firm **OR** Authenticated copy of Partnership Deed in cases of Partnership Firm **OR** Document showing Registration with Sales Tax / GST Authorities in case of Proprietorship.
- (b) Bid form, duly filled in, as per Section VI.
- (c) Duly signed "Declaration under signature of the tenderer that no addition / deletion / corrections have been made in the downloaded Tender document being submitted and it is identical to the Tender document appearing on BSNL Portal" if downloaded and submitted as per Section VIII (A).
- (d) Duly filled in Tenderer's profile, as per Section V of the Tender Document.
- (e) Copy of Original "**Power of Attorney**" in case a person other than the Tenderer has signed the Tender Document.
- (f) Duly filled in "No near relative certificate from all partners" as per Section VIII (B).
- (g) Duly filled in – "Declaration regarding not blacklisting / not debarring from taking part in Govt. Tender by any BSNL unit", as per Section VIII (C).
- (h) Copy of GST registration certificate.

- (i) Copy of EPF Registration Certificate.
- (j) Copy of ESI Registration Certificate.
- (k) Copy of Labour licence.
- (l) Copy of last year Income Tax return
- (m) Copy of Pan Card

(B) Financial Bid (Price Bid) as per the format in Section XIII.

8. BID SECURITY :

- 8.1. The bidder shall furnish, as part of his bid, a bid security (EMD) for an amount of Rs. 20,000/= (Rupees Twenty Thousand only) as noted in NIT. No interest shall be paid by BSNL on the bid security for any period, whatsoever. The bid security, for the work of Aerial Cable Construction & Maintenance for FTTH/HSBB Network including customer end provisioning in Divisions of STM Zone, is required to protect BSNL-CHENNAI TELEPHONES against the risk of bidder's conduct, which would warrant the security's forfeiture, pursuant to para 8.7.
- 8.2. **THE BID SECURITY SHOULD BE KEPT IN THE BID COVER.**
- 8.3. Bid security shall be paid in the form of Crossed Demand Draft issued by a scheduled bank, drawn in favour of BSNL-CHENNAI TELEPHONES, payable at Chennai.
- 8.4. A bid not secured in accordance with para 8.1 & 8.3 shall be summarily rejected by **BSNL as non responsive.**
- 8.5. The bid security of the unsuccessful bidder will be refunded as promptly as possible as but not later than 30 days after the expiry of the period of bid validity prescribed by BSNL.
- 8.6. The successful bidder's bid security will compulsorily be converted to part performance security deposit in accordance with Clause 5 of Section-III.
- 8.7. **The bid security shall be forfeited;**
 - 8.7.1. If a bidder withdraws his bid during the period of bid validity specified in the bid document **or**
 - 8.7.2. If the bidder makes any modifications in the terms and conditions of the tender before acceptance of the tender, which are not acceptable to BSNL **or**
 - 8.7.3. In case of a successful bidder, if the bidder fails to sign the agreement in accordance with Section – VIII A and Clause-25 of Section-II.

9. BID PRICES:

- 9.1. Prices shall be quoted as per Section XIII of Financial bid, by the bidder, inclusive of all levies & taxes (excluding Service Tax), packing forwarding, freight and insurance in case of materials to be supplied and inclusive of taxes (excluding service tax).and levies in case of works to be executed. Prices quoted at any other place shall not be considered. The contractor shall be responsible for transporting the materials, to be supplied by BSNL-CHENNAI TELEPHONES from Divisional / Sub-divisional Stores under the control of AGM/DEs / SDEs of the district to execute the work under the contract, to site at his/their own cost. **The costs of transportation are subsumed in the standard Schedule Rates and therefore no separate charges are payable on this account. The offer shall be firm in Indian Rupees.**
- 9.2. The price quoted by the bidder shall remain fixed during the entire period of contract and shall not be subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.
- 9.3. Discount, if any, offered by the bidders shall not be considered unless they are specifically indicated in the schedule of rates (financial bids). Bidders desiring to offer

discount shall therefore modify their offers suitably while quoting and shall quote clearly net price taking all such factors like Discount, free supply, etc. in to account.

10. PERIOD OF VALIDITY OF BIDS:

10.1 Bid shall remain valid for 150 days from date of opening of the bid (Qualifying Bid). **A BID FOR A SHORTER PERIOD SHALL BE REJECTED BY BSNL AS NON-RESPONSIVE**

10.2 BSNL reserves the right to request the lowest 3 bidders as per read out list on the opening day to extend the bid validity for a period of further 120 days and the bidder has to necessarily extend the bid validity. Refusal to extend the bid validity will result in forfeiture of the bid security. A bidder accepting the request and extending the bid validity **will not be permitted to modify his bid.**

11. SIGNING OF BID :

11.1 The bidder shall submit, as a part of his bid, the bid documents (in original) duly signed on each and every page, establishing the conformity of his bid to the bid documents of all the works to be executed by the bidder under the contract. **{Note: The tenderer is advised to keep a photocopy (at his own cost) of the bid documents for his own reference.}**

11.2 The bid shall contain no inter-lineation, erasures or overwriting except as necessary to correct errors made by the bidder in which case such corrections shall be signed with date by the person or persons signing the bid.

D. SUBMISSION OF BIDS

12. Method of preparation of bid:

12.1 Bid for each tender should be submitted in one single envelope. On this envelope, the name of the firm & name of Tender must be clearly mentioned and should be properly sealed (with Sealing wax/Packing PVC tape and with personal seal). **The tenders which are not submitted in above-mentioned manner shall be summarily rejected.**

12.2 The envelope must bear the following address;

(Address to be filled-up)

**DIVISIONAL ENGINEER (NGL),
BSNL-CHENNAI TELEPHONES**

Tender for Aerial Cable Construction & Maintenance of both existing & new OFC installations for FTTH/HSBB Network including customer end provisioning in Divisions of STM Zone of South Area

“NOT TO OPEN BEFORE 15/11/2017 @ 15:00 Hrs”

(TENDER No. DE(NGL)Aerial/2017-18/1 dated 31/10/2017)

12.3 The tenderer will be bound by all terms, conditions & specifications as detailed in the tender documents.

12.4 Any tender with conditions other than those specified in the tender document is liable to be summarily rejected. No modification by the contractor in any of the conditions will be permitted after the tender is opened.

13. SUBMISSION OF BIDS :

Tenders should be dropped in person in the tender box placed in the office of **DIVISIONAL ENGINEER (NGL), BSNL, CHENNAI TELEPHONES, B-3,**

LAKSHMI NAGAR FIRST MAIN ROAD, NANGANALLUR, CHENNAI-600 061 before the closing (date & time) of tender, as mentioned in NIT. The tenderer is to ensure the delivery of the bids at the correct address. BSNL shall not be held responsible for delivery of bid to the wrong address. The slit of the tender box will be sealed immediately after the specified time for receipt of tender. Any tender presented in person after the sealing of box will not be received by DE / AGM / DGM / Addl.GM or by any of the subordinates or will not be allowed to be deposited in the tender box.

Postponement of Tender Opening: Whenever it is considered necessary to postpone the opening date of tenders, quick decision must be taken and communicated to the tenderers who have purchased the tender documents and shall be at least one day before the original date of opening. The reasons for postponing the tender shall be recorded in writing. Such notice of extension of date of opening shall also be put up on the notice board and also published in the BSNL Chennai telephones web site. If the date of opening of bids is declared as holiday, the bids will be opened on the next working date at the same time and venue.

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

14. LATE BIDS:

Tenders will not be received after the specified time of closing of the tender and the same shall be rejected and returned unopened to the bidder. It is the sole responsibility of the tenderer that he should ensure timely submission of tender.

15. MODIFICATIONS AND WITHDRAWAL OF BIDS :

15.1 The bidder may modify or withdraw his bid after submission and before opening, provided that the intimation is deposited by the bidder in a properly sealed envelope (with wax/Packing PVC tape/Personal Seal) in the tender box, before the scheduled time and date for closing of tender.

15.2 No bid shall be modified subsequent to the deadline for submission of bids.

E BID OPENING AND EVALUATION:

16. OPENING OF BIDS BY BSNL

16.1 BSNL-CHENNAI TELEPHONES shall open the bids in the presence of bidders or his authorized representatives who choose to attend, at 15:00 hrs on 15/11/2017. The bidder's representative, who is present, shall sign an attendance register. The bidder shall submit authority letter to this effect before they are allowed to participate in the bid opening (A format is given in **Section – XI**).

16.2 Only one representative for any bidder shall be authorized and permitted to attend the bid opening.

16.3 The Bids shall be opened in the following manner:

16.3.1 The bid opening committee shall count the number of bids and assign serial numbers to the bids. For example, if 10 tenders have been received the bids shall be numbered as 1 of 10, 2 of 10 etc. All the members shall initial on the envelope of all the bids with date.

16.3.2 The envelope containing the tender offer and not properly sealed, as required vide para 12 shall not be opened and shall be rejected outright. Closing the cover by gum will not be treated as sealed cover. The reasons for not opening such tender

offers shall be recorded on the face of the envelope and all the members of bid opening committee shall initial with date.

16.3.3 Bid envelopes containing all the Bid documents for each Tenderer shall be opened by the TOC. The TOC shall initial on each envelope with date.

16.3.4 The bidders who have submitted proper bid security as per tender document, the papers/documents submitted by the bidder shall be examined and recorded by the TOC. After opening the envelope, all the documents contained therein shall be serially numbered and signed by the bid opening committee members.

16.3.5 On completion of all the above events upto 16.3.4, the bidder's name, bid prices, modifications, bid withdrawals and such other details as the BSNL, at its discretion, may consider appropriate; will be announced at the opening.

16.3.6 In case there is discrepancy in figures and words in the quote, the same shall be announced in the bid opening, but the quote in words shall prevail.

17. CLARIFICATION OF BIDS BY BSNL:

To assist in examination, evaluation and comparison of bids, BSNL may, at its discretion ask the bidder for clarification of its bid. The request for its clarification and its response shall be in writing. However, no post bid clarification at the initiative of the bidder shall be entertained.

18. PRELIMINARY EVALUATION:

18.1 BSNL-CHENNAI TELEPHONES shall evaluate the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the bids are generally in order.

18.2 If there is discrepancy between words and figures, the amount in words shall prevail. If the bidder does not accept the correction of the errors, his bid shall be rejected.

Prior to the detailed evaluation, BSNL will determine the substantial responsiveness of each bid to the bid document. For purpose of these clauses a substantially responsive bid is one which conforms to all the terms and conditions of the bid documents without deviations. BSNL-CHENNAI TELEPHONES's determination of bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

18.3 A bid, determined as substantially non responsive will be rejected by BSNL-CHENNAI TELEPHONES and shall not subsequent to the bid opening be made responsive by the bidder by correction of the non-conformity.

18.4 BSNL-CHENNAI TELEPHONES may waive any minor infirmity or non-conformity or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of bidder.

19. EVALUATION AND COMPARISON OF SUBSTANTIALLY RESPONSIVE BIDS

19.1 BSNL-CHENNAI TELEPHONES shall evaluate in detail and compare the bids previously determined to be substantially responsive pursuant to Section II Clause 18. The tender will be evaluated as a single package of all items.

19.2 The evaluation and comparison of responsive bids shall be on the percentage deviation (above/at par) offered and indicated in schedule of rates of the bid documents.

20. CONTACTING BSNL :

- 20.1 Subject to Section II Clause 17 no bidder shall try to influence BSNL-CHENNAI TELEPHONES on any matter relating to its bid, from the time of bid opening till the contract is awarded.
- 20.2 Any effort by the bidder to modify his bid or influence BSNL-CHENNAI TELEPHONES in the BSNL's bid evaluation, bid comparison or the contract award decisions shall result in the Rejection of the bid.

21. AWARD OF CONTRACT :

- 21.1 BSNL-CHENNAI TELEPHONES shall consider award of contract only to those eligible bidders whose offers have been found **technically, commercially and financially** compliant.
- 21.2 The work against the tender is for one year's requirement and terms and conditions of this tender shall be operative for a period of one year from the date of signing of agreement between BSNL and the contractor. Extension of Contract for another 6 Months on the same approved rates will also be considered by mutual agreement and in writing.

21.A AWARD OF CONTRACT ON COUNTER OFFER :

- 21A.1 BSNL is not bound to award contract at the lowest quoted rate received in the BID offer and reserves the right to decide on fair and reasonable rate of the work tendered and counter offer the same to the eligible bidders. In such a case, the final negotiated and approved L1 rate as declared by BSNL shall be the rate at which contract will be awarded on such of the tenderers who accept the final approved L1 rate. However, maximum of 3 tenderers/bidders shall be considered for award of contract/work.
- 21A.2 All other terms and conditions of the tender shall remain operative even if a counter offer rate is offered to the bidder.
- 21A.3 In case of counter offer BSNL shall be entitled to distribute the quantum of work to the eligible bidders in the following ratio.

No.of bidders	Distribution of work
2	L1: 60% and L2: 40%
3	L1: 50% ; L2: 30% and L3: 20%

BSNL RESERVES THE RIGHT TO LIMIT THE NUMBER OF CONTRACTORS AND AREA ASSIGNED TO THEM DEPENDING ON THE NEED.

- 21A.4 BSNL however reserves the right to depart from the guidelines for the distribution of quantities of work amongst the successful bidders depending upon the urgency and other factors prevailing at the time of deciding the tender.

22. BSNL'S RIGHT TO VARY QUANTUM OF WORK:

BSNL-CHENNAI TELEPHONES, at the time of award of work under the contract, reserves the right to decrease or increase the work by up to 50% of the total quantum of work specified in the schedule of requirements without any change in the rates or other terms and conditions.

23. BSNL'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:

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

24. ISSUE OF LETTER OF INTENT :

- 24.1 The issue of letter of intent shall constitute the intention of BSNL to enter in to the contract with the bidder. Letter of intent will be issued as offer to the successful bidders.
- 24.2 The bidders shall within 3 days of issue of letter of intent give his acceptance along with performance security (5% of Contract Value) in conformity with Clause 5 (i) & (ii) Section-III, provided with the bid documents. The EMD shall be converted as Security Deposit and the balance shall have to be paid in the form of DD/banker's cheque/Performance Bank Guarantee.

25. SIGNING OF AGREEMENT:

- 25.1 The signing of agreement shall constitute the award of contract on the bidder. The agreement with the successful bidders shall be signed by BSNL-CHENNAI TELEPHONES within **one week** of submission of performance security as per Section II Clause 24.2 above.
- 25.2 As soon as the tender is approved by the competent authority, the Bid Security deposited by the successful bidder shall be compulsorily converted in to the performance security deposit, which will be held by BSNL-CHENNAI TELEPHONES till the completion of warranty period.

26. ANNULMENT OF AWARD :

Failure of the successful bidder to comply with the requirement of Section II Clause 24.2 & 25 shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security, in which event, BSNL-CHENNAI TELEPHONES may make the award to any other bidder at the discretion or call for new bids.

SECTION –III
GENERAL (COMMERCIAL) CONDITIONS OF THE CONTRACT

1. APPLICATION

The General conditions shall apply in contracts made by BSNL for the execution of Aerial Cable Construction & Maintenance for FTTH/HSBB Network including customer end provisioning.

2. STANDARDS

The works to be executed under the contract shall conform to the standards prescribed in the OFC Cable construction Practices for aerial cable. (Pl refer to OF constructions manual enclosed as Annexure).

3. PRICES

3.1 Prices charged by the Contractor for the works performed under the Contract shall not be higher from the prices quoted by the Contractor in his Bid.

3.2 Price once fixed will remain valid for the period of contract. Increase and decrease of Taxes / Duties will not affect the price during this period.

4. SUB CONTRACTS

The Contractor shall not assign, sub contract or sublet the whole or any part of the works covered by the contract, under any circumstances, unless and until permitted by BSNL to specific PSUs under DOT

5. SECURITY

PERFORMANCE SECURITY/SECURITY DEPOSIT

(i) **The contractors shall furnish performance security/Security Deposit to BSNL CHTD for an amount equal to 5% of value of contract awarded within 3 days from the date of issue of Advance Work order by BSNL, CHTD.**

(ii) Contractor shall submit the aforesaid Performance in the form of DD/Banker's Cheque/Performance Bank Guarantee of the said amount or as BSNL CHTD may recommend from time to time. **The Security Deposit shall be kept with BSNL for a period of thirty months from the date of award of contract.** Without prejudice to other rights and remedies available to BSNL CHTD, BSNL CHTD reserves the right to forfeit/adjust the said Security Deposit in full or part or any sum due from the contractor to BSNL CHTD at any time. Contractor shall continue to be liable for balance if any. BSNL CHTD 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.

6. ISSUE OF WORK ORDERS AND TIME LIMIT

6.1 The work order for Capital/Aerial Construction Development Work shall be issued for the unit/section allotted to the contractor, as per in the tender document so as to include all items of works of Aerial Cable Construction & Maintenance for FTTH/HSBB Network including customer end provisioning and associated works on turnkey basis under instructions from Area Addl.GMs/DGMs. The contractor shall organize the work in such a way so as to deliver meaningful output of requisite quality within shortest possible time.

6.2 The work orders shall be issued by the Divisional Engineer in-charge after examining the technical, survey and planning details of the works to be executed.

- 6.3 If due to any reason partial work order is to be issued then the same shall be issued with the approval of an officer not below the rank of Deputy General Manager.
- 6.4 The Divisional Engineer shall mention the time limit to execute the work after seeing the quantum of work and store availability position.
- 6.5 The department reserves the right to cancel or modify the scope of work stipulated to be carried out against the Work order in the event of change of plan necessitated on account of technical reasons or in the opinion of Work order issuing authority or by the DGM (O & M) Zone or if the contractor is not executing the work at the required pace.

7. EXTENSION OF THE TIME LIMIT

7.1 General

- 7.1.1 In each work order, the work order issuing authority shall specify the time allowed for completion of work consistent with the magnitude and urgency of work. The time allowed for carrying out the work is to be strictly observed by the contractor and shall be reckoned from seventh day from the date of issue of work order.
- 7.1.2 In as much as "the time being the essence of contract", throughout the stipulated period of contract, the work is to be proceeded with all due diligence on the part of the contractor.

7.2 Application for Extension of the Time and Sanction of Extension of Time (EOT)

- 7.2.1 There may be some hindrances, other than covered under force majeure, while execution of work and in such cases the contractor shall apply in writing in the prescribed Form (Part-A) to the engineer-in-charge for extension of time (EOT), on account of which he desires such extension within three days of occurrence of hindrance. The Engineer-in-charge shall forward the request to the competent authority (an officer of the rank of JAG level in-charge of UG/OF cable construction work) in prescribed Form (Part- B) within three days of receipt of request from the contractor. The competent authority is empowered to grant extension of time for completion of work in certain conditions. He shall exercise such powers, if the following conditions are satisfied.
 - 7.2.1.1 The application contains the ground(s), which hindered the contractor in Execution of work.
 - 7.2.1.2 The Engineer-in-charge is of the opinion that the grounds shown for extension of time are reasonable.
- 7.2.2 The competent authority shall consider the request keeping all the facts and circumstances in view and shall grant extension of time, if in his opinion, there are reasonable and sufficient grounds for granting such extension and the reasons for delay are not ascribable to the contractor.
- 7.2.3 The competent authority may also grant extension of time for completion of work in cases where reasons for delay are ascribable to the contractor, but such extension of time shall be with LD charges as per clause dealing with penalty for delays in execution of works. The

extension of time with LD charges shall be issued under the signature of JAG level Telecom Officer competent to grant the extension for time.

7.2.4 The competent authority shall grant EOT with time period for completion of work expressly mentioned. The sanction of the competent Authority of EOT shall be issued under the signature of the Engineer-in-charge.

7.2.5 If the competent authority is of the opinion that the grounds shown by the contractors are not reasonable and sufficient or declines to grant the extension of time, the contractor cannot challenge the soundness of the opinion by reference to arbitration. The decision of the competent authority on period of extension of time or refusal for extension of time shall be final and binding on the contractor.

7.3 Grant of Extension of Time.

There are, at times, practical difficulties like non-availability of materials, delay in providing permissions/right of way etc, reasons of which are ascribable to the department. In such cases, the Engineer-in-charge with the approval of competent authority to sanction Extension of Time may issue extension of time. Entry of hindrances shall be made in the Hindrance Register. The Department will, however, not be liable to the contractor for any losses or damages, costs, charges, or expenses that the contractor may in any way sustain/suffer due to delay in making the above available.

8. MEASUREMENT, INSPECTION, AND TESTING (IF APPLICABLE)

8.1 Measurement

8.1.1 The measurement books are to be maintained by the officer in-charge of the work or his immediate engineering subordinate not below the rank of Junior Telecom Officer. The entry shall be made in ink. No entry shall be erased. If a mistake is made, it should be corrected by crossing out the incorrect words of figures and inserting the corrections, the corrections thus made shall be initialed & dated by the officer concerned.

8.1.2 Responsibility of taking and recording measurements

The measurement of various items of work shall be taken and recorded in the measurement book issued with each work order. The measurement shall be taken and recorded by an officer not below the rank of Junior Telecom Officer, supervising the work. The Junior Telecom Officer/Sub Divisional Engineer directly responsible for supervision of work & shall be responsible for accuracy of 100% of measurements. The Sub Divisional Engineer where junior Telecom Officer is supervising Officer shall be responsible for conducting test check of 50% of measurements. The Divisional Engineer shall be responsible for conducting test check of 10 % of measurements.

8.1.3 Method of recording of nomenclature of items

Complete nomenclature of items, as given in the agreement are to be reproduced in the measurement book for recording the measurements but corresponding Item code as provided, shall be used.

8.1.4 Method of measurements

The measurements of the work shall be done for activity wise as and when the item of work is ready for measurement. The methods of measurement of various items are enumerated as under.

Measurements of length of cable, the length of cables laid in Aerial, through aerial alignment shall be measured by use of RODO Meter / Measuring Tape. The length should be cross-verified with the marking of lengths on the cables. The lengths shall be recorded in sheet provided in the measurement book.

Measurement of other items, the measurement/numerical details of other items shall be recorded in the sheets provided for respective items viz.

8.15 The contractor shall sign all the measurement recorded in the measurement book. This will be considered as an acceptance by the contractor, of measurements recorded in the MB. In case contractor fails to attend at the measurements or fails to countersign or to record the difference within a week, then in any such events the measurements taken by Engineer-in-charge or by the subordinate as the case may be shall be final and binding on the contractor and the contractor shall have no right to dispute the same.

8.1.6 The Divisional Engineer before passing the bill for sections covered by each set of measurement may carry out test check of the alignment/posts at as many locations as necessary. Bills will be passed only when he is personally satisfied of the correctness of entries in the 'Measurement Book' and also when he is satisfied of other aspects of work as per the terms of the contract. The contractor shall provide the necessary assistance of labour for test check by the Divisional Engineer. Separate payment shall not be made to the contractor for such test checks.

8.1.7 Measurement of the work of cable pulling through pipe/duct will be taken equal to the length of the pipe through which the cable has been pulled and not the total length of the cable pulled through pipe/duct.

8.1.8 It is recommended that the contractor maintains a Work book for the measurements of Offset and height/depth for each of the section / route. This book should be available with his supervisor for on-site measurements. The book is to be procured by the contractor himself.

8.2 Inspection, Quality Control.

The Quality of Works

8.2.1 The importance of quality of Aerial Optical Fiber Cable Construction works cannot be over-emphasized. The quality and availability of long distance media and efficiency of the reliable media connectivity to exchanges / customers depends up on quality of laying of Aerial Optical Fiber Cable. Further, the Aerial OF cable are vulnerable to damages due to work of other agencies.

8.2.2 The quality of O.F. cable plant depends upon the quality of individual items of work involved viz. length of Cables laid, care while paying & laying, protection, joining to Cables and Terminations in equipment room and at last but not the least on documentation of Cable network. In order to ensure quality in Cable Construction work, each component of work needs attention. The works shall be carried out strictly in accordance with specifications laid down to achieve the requisite quality aim.

- 8.2.3 The Aerial alignment carried out should be such that it does not invite any electrical short circuits, electrical inductions, and electrical contacts or electrical hazards etc., accidentally or otherwise. The PTCC norms and guidelines shall be scrupulously followed while executing the work.
- 8.2.4 It is imperative that the contractor(s) is/are fully conversant with the construction practices and shall be fully equipped to carry out the work in accordance with the specifications. The contractors are expected and bound to ensure quality in construction works in accordance with specifications laid down. The contractor shall engage adequate and experienced supervisors to ensure that works are carried out as per specifications and with due diligence and in a professional manner. The contractors shall satisfy himself / themselves that the work conforms to the quality specifications.
- 8.2.5 An assessment of extent of interest shown by the contractors in executing the works with requisite quality shall be recorded and used in evaluating the Contractors' performance Rating (CPR).
- 8.2.6 Supervision by construction officer of all works at all times shall be open to inspection of the BSNL. The contractors shall be bound, if called upon to do so, to offer the works for inspection without any extra payment.

9. WARRANTY

- 9.1 The contractor shall warrant that the material supplied for the work shall be new and free from all defects and faults in material, workmanship and manufacture and shall be of the highest grade and consistent with the established and generally accepted standard for materials of the type ordered and shall perform in full conformity with the specifications and drawings. The contractor shall be responsible for any defects that may develop under the conditions provided by the contract and under proper use, arising from faulty materials, design or workmanship such as corrosion of the equipment, inadequate quantity of materials etc., and shall remedy such defects at his own cost when called upon to do so by the BSNL who shall state in writing in what respect the stores are faulty. This warranty shall survive inspection or payment for, and acceptance of goods, but shall expire except in respect of complaints notified prior to such date, twelve months.
- 9.2 It becomes necessary for the contractor to replace or renew any defective portion/portions of the material under this clause, the provisions of the clause shall apply to the portion/portions materials so replaced or renewed of until the end of the above mentioned period of **Twelve months**, whichever may be later. If any defect is not remedied within a reasonable time, as prescribed by the BSNL, the BSNL may proceed to do the work at the contractor's risk and costs, but without prejudice to any other rights which the BSNL may have against the contractor in respect of such defects.
- 9.3 Replacement under warranty clause shall be made by the contractor free of all charges at site including freight, insurance, cost of works and other incidental charges.
- 9.4 The contractor shall attend all OFC route faults as per SLA from the time of reporting. The faults, which may arise due to poor quality of work, have to be attended by the contractor during the warranty period at his own cost without any extra payment. Decision in this regard by DE Maintenance shall be final and binding. In the event of

contractor not attending the fault within prescribed time, BSNL shall attend the fault and deduct the cost of the same from any of the contractor's bill / deposits.

10. AUDIT AND TECHNICAL EXAMINATION

10.1 BSNL shall have the right to cause an audit and technical examination of the work and the final bills of the contractor including all supporting vouchers, abstract etc. to be made after payment of the final bill and if as a result of such audit and technical examination any sum is found to have 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 in the manner prescribed in clause with the heading payment of bills (same chapter), or in any other manner legally permissible and if it is found that the contractor was paid less than what was due to him under the contract in respect of any work executed by him under it, the amount of such under payment shall be duly paid by BSNL to the contractor.

10.2 Provided that BSNL shall be entitled to recover any sum overpaid, nor the contractor shall be entitled to payment of any sum paid short where such payment have been agreed upon between the Divisional Engineer or his subordinate officer on one hand and the contractor on the other under any term of the contract permitting payment for work after assessment by the DGM (O & M) or his subordinate officer.

10.3 Any sum of money due and payable to the contractor (including security deposit returnable to him) under this contract may be appropriate by the BSNL for the payment of a sum of money arising out or under any other contract made by the contractor with the BSNL. 8.2.1 The Quality of Works

The importance of quality of Optical Fibre Cable Construction works cannot be overemphasized. The quality and availability of long distance media and efficiency of the reliable media connectivity to exchanges depends up on quality of laying of Optical Fibre Cable. Further, the UG/OF cable are vulnerable to damages due to work of other agencies.

11. PAYMENT TERMS

11.1 Procedure for preparation, processing and payment of bills:

- (a) The contractor shall submit Development (Aerial Construction work) and Monthly AMC bills separately. As already indicated, there shall be a separate Work Order for each of Development Work and one common Award of Contract for Annual Maintenance.
- (b) For the purpose of Annual Maintenance, the respective unit shall issue monthly work order based on the no. of metres of cable for working connections. The monthly bills shall be accompanied by the monthly maintenance details such as No. of metres of cable maintained for the working connections by including the length of cables for new lines and reducing the length of cables for disconnections, no. of new lines/provisions made, & no. of faults attended as per SLA etc. The names of the personnel employed/engaged for maintenance and for Aerial cable construction and their daily attendance sheets shall also be enclosed and submit them to the Sub Divisional Engineers, In-charge within one month from the date of completion of the work..
- (c) The Contractor shall prepare the bills in triplicate with correct schedule of rates, quantum of work, Service Tax as applicable along with the Service Tax registration number and submit the bills to SDE In-charge of work.

- (d) The bills must be as per measurements recorded in the measurement book (if applicable) and of all the items involved in the work along with documents including attested ECR copies of EPF& ESI with due validity **and submit them to the Sub Divisional Engineers, In-charge within one month from the date of completion of the work.**
- (e) The SDE in-charge of work shall scrutinize the bill against the works entrusted and accord necessary certificates stating that work has been executed satisfactorily in accordance with specifications and terms and conditions of the contract. The SDE shall verify the quantities of items of work with reference to measurements recorded in the measurement book. The SDE in-charge of work shall submit the bills, along with other documents mentioned below, with the documents as mentioned hereunder to the Assistant General Manager/Divisional Engineer, in-charge of work.
- Measurement book, in original
 - The bill for all the quantities as per Measurements at the approved rates
 - Copy of the Work Order Issued.
 - First copy of bill with first copies of measurement sheets of measurement book, (Payable copy)
 - Second copy of bill with second copies of measurement sheets of measurement book (Not for payment)
 - Third copy of the bill with photocopies of measurement sheets (Not for payment)

11.2 Late Submission of Bills and Forfeiture of Bills Claim

- (a) In case of submission of bills beyond the stipulated time of one month by the Contractor, and if the reason(s) for delay in submission of the bills, is/are found to be satisfactory, Sr.GM/GM(NWO-S) CFA reserves the right to allow additional period of another two months. However, a penalty of 2% per week for the total amount of bill shall be levied subject to a maximum of 10% and shall be deducted on settlement.
- (b) **Bills submitted after three months after work completion, is liable for rejection and the claim will be forfeited.**

11.3 Payments shall be made THROUGH RTGS/NEFT only, for which the Contractor shall be required to provide the ECS mandate/Vendor Master Form (as per enclosed annexure), bank details etc. to the paying authority.

11.4 The Assistant General Manager/Divisional Engineer shall exercise the prescribed checks on the bills and accord necessary certificates on the bills. The Assistant General Manager/Divisional Engineer shall retain the third copy in record and record it in the estimate file/register maintained in his office and send first and second copies with all documents to IFA/DGM/Addl.GM for processing of bills and release of payment.

11.5 The Works-section IFA / DGM /ADDL.GM shall process the bills in the file with a copy of the sanctioned PD/WBS/Estimate/MO/PO of the concerned work in ERP and scrutinize the bills vis-à-vis work order issued, sanctioned provisions in the PD/WBS/Estimate/MO/PO etc. The bill shall be passed, after necessary scrutiny by Works Section, by the officer competent to pass the bills. RTGS/NEFT payment for the amount passed in the bill will be issued only after the Contractor gives a stamped pre-receipt for the amount. Details of payment of all the bills shall be entered in to Contractor's ledger by the Paying Authority.

11.6 *BSNL shall take all necessary steps to ensure that the bills complete in all respects, are settled within reasonable period subject to availability of funds.*

11.7 Procedure for payment for sub standard works

- 11.7.1 The contractors are required to execute all works satisfactorily and in accordance with the specifications. If certain items of work are executed with unsound, imperfect or unskilled workmanship or with materials of any inferior description or that any materials or articles provided by him for execution on work are unsound or of a quality inferior to that contracted for or otherwise not in accordance with the contract (referred to as substandard work hereinafter), the Divisional Engineer in-charge shall make a demand in writing specifying the work, materials or articles about which there is a complaint.
- 11.7.2 Timely action by Construction Officer: Timely reporting and action, to a great extent, can prevent occurrence of sub standard work which will be difficult or impossible to rectify later on. It is incumbent on the part of Construction Officers to point out the defects in work in time during progress of the work. The Junior Telecom Officer/Sub Divisional Engineer responsible for execution and supervision of work shall without any loss of time submit a report of occurrence of any sub standard work to the Divisional Engineer in-charge besides making an entry in the site order book. A notice in respect of defective work shall be given to the contractor to rectify / replace/remove the sub standard item of work and also definite time period within which such rectification / removal / replacement has to be done. After expiry of the notice period, if the contractor fails to rectify / replace / remove the sub standard terms, the defects shall be got rectified / replaced / removed departmentally or through some other agency at the risk and cost of the contractor.
- 11.7.3 Even if a defect is not reported earlier but brought to the knowledge of the department at the later stage it will not absolve the contractor of the sub-standard work and associated liabilities.
- 11.7.4 Any work found sub standard during inspection of DE / DGM has to be corrected to meet the standards. The contractor in this regard make good all the deviations at his own cost with in the given time schedule as decided by the Inspection Authority. In the event of Contractor not complying with, Penalty may be imposed / Pro-rata payment for that work may be carried out by inspecting Authority. Decision given by Inspecting authority shall be final in this regard.
- 11.7.5 **Authority and procedure to accept sub standard work and payment thereof in the event of Disagreement:** There may be certain items of work pointed out as sub standard which may be difficult to rectify and in the opinion of the Head of S.S.A/ GM (South), the items in question will not materially deteriorate the quality of service provided by the construction, the Head of S.S.A./GM (South) shall appoint committee to work out the reduced rates payable to the contractor for such sub standard work. The committee shall constitute one Divisional Engineer other than the one who is directly in-charge of Cable Construction involving sub standard items of work, as Chairman and one S.D.E and an Account Officer as members. The committee shall take into account the approximate cost of materials/work pointed out as sub standard and recommend the rates payable for sub standard work which shall not exceed 60% of the approved rates of the item in question.

12. Record of sub-standard work: The items adjudged as sub standard shall be entered into the measurement book with red ink.

13. PENALTY CLAUSE

13.1 Delays in the contractor's performance

- 13.1.1 The time allowed for completion of the work as entered in the tender shall be strictly adhered to by the contractor and shall be deemed to be the most important aspect of the contract on the part of the contractor and shall be reckoned from Seventh day from issue of work order by the Department. The work shall, throughout the stipulated period of contract, be proceeded with all due diligence to achieve the desired progress uniformly, and the contractor shall pay as penalty an amount equal to 0.25 percent of the estimated amount per day of delay in completion of work, subject to a maximum of 10 (ten) percent of the cost of the work awarded.
- 13.1.2 On any date the penalty payable as above, reaches 10 (ten) percent of the estimated cost of the work, the contractor should proceed with the work further only on getting a written instructions from the Divisional Engineer that, he is allowed to proceed further with the work. It will be in the discretion of the Divisional Engineer to allow the contractor to continue with the work on the basis of any written agreement reached between the contractor and the Divisional Engineer one of the conditions of such agreement may be a stipulation for the contractor to agree for realization of penalty for delay at a higher rate as may be agreed between the Divisional Engineer and contractor.
- 13.1.3 Penalty for delay in completion of the work shall be recoverable from the bills of the contractor and / or by adjustment from the security deposit or from the bills of any other contract. However, adjustment from security deposit will be made only when the contract has been terminated or at the time of final settlement of bills on completion of work.
- 13.1.4 In case of slow progress of the work in a section which have been awarded to a particular contractor, and the public interest does not permit extension of time limit for completion of the work, the DGM (O & M) Zone will have the full right to order that the scope of the contract may be restricted to such fraction of the whole of the work and get the balance executed at the risk and cost of the contractor. The details are given in Rescission of the contract clause of the bid document. All such payment shall be recovered from the contractor's pending bills or security deposit.
- 13.1.5 The DGM (O & M) Zone reserves the right to cancel the contract and forfeit the security deposit if the contractor fails to commence the work within 7 days after issue of the work order.

13.2 Penalty for causing inconvenience to the Public

- 13.2.1 To ensure progress during the execution of work and to cause minimum inconvenience to the public.
- 13.2.2 The contractor shall not be allowed to dump the empty cable drums/waste materials in Govt/public place, which may cause inconvenience to Govt/Public. If the contractor does not dispose off the empty cable drums/waste materials within 3 days of becoming empty, the department is at liberty to dispose off the drum in any manner deemed fit and also recover the amount fixed in this contract for empty cable drums/ waste materials from the bill/security deposit/along with the costs incurred by the department in disposing off such materials. The Department may also levy a penalty up to Rupees One thousand for each such default.
- 13.2.3 If any such penalty is levied on a contractor for more than 5 occasions, then his/her contract could be terminated. In this regard the decision of the DGM (O & M) Zone shall be final and binding.

- 13.2.4 During the work execution the contractor shall take adequate precautions of putting enough caution boards along the stretch of work, Guard the stretch with a PVC red and white tape.
- 13.2.5 During the work execution the contractor shall deploy capable persons as Traffic regulators at both ends of the stretch with necessary gadgets. The persons so posted as Traffic supervisors have to continuously guide and regulate the traffic so that minimum inconvenience is caused to the public.
- 13.2.6 The trench is to be refilled in layers, to be flooded with water and to be rammed properly so that the stretch is leveled and is fit for vehicle traffic. Any improper filling / leveling of the trench shall be penalized by Rs 1000 per 200 meters stretch / day.
- 13.2.7 The excavated earth should be cleared from the site on the same day and is to be dumped at the designated dumping yard as decided by Chennai Corporation. The work spot is to be cleared of any debris and site should be fully cleaned. Any delay / improper work shall attract a penalty of Rs 1000 per 200 meters stretch per day.

13.3 Penalty for cutting/damaging the old cable / Utilities

- 13.3.1 **Cable Owned by BSNL**: During excavation of trench utmost care is to be taken by the contractor, so that the existing underground cables are not damaged or cut. In case any damage/cut is done to the existing cables, a penalty as per the schedule given below will be charged from the contractor or the amount will be deducted from his unpaid bills.

Size of existing UG / OF cables cut / damaged	Amount of penalty per cut/damage
Up to 100 pairs cable	Rs.10,000.00 (Rupees Ten Thousand only)
Above 100 pairs & up to 400 pairs	Rs.20,000.00 (Rupees Twenty thousand only)
Above 400 pairs upto 800 pairs	Rs.40,000.00 (Rupees Forty thousand only)
Above 800 pairs	Rs.75,000.00(Rupees Seventy Five Thousand only)
OF Cable of any size	Rs.1,50,000.00 (Rupees One Lakh FiftyThousand Only)

Besides the above penalty, the contractor shall carry out such repairs immediately for restoration of the damaged cable free of charge. The cost of the jointing kit shall also be borne by the contractor. If contractor fails to repair the damage, the cost of repair (including cost of labour + jointing kit) shall be recovered from the contractor.

- 13.3.2 **Cable /Utility owned by Other Agencies**: Damage caused for any other utilities, the contractor shall be held fully responsible. The damage charges whatever claimed by the affected agency shall be borne by the Contractor. To this effect the amount shall be deducted from his bills / Security deposit.

13.4 Penalty for damage of stores/materials supplied by the department while laying

- 13.4.1 The contractor while taking delivery of materials supplied by the Department at the designated place shall thoroughly inspect all items before taking them over. During execution of the work, if any material is found damaged / working unsatisfactorily, then a penalty equivalent to the cost of material + 10% shall be recovered from the contractor's payments/ securities.

- 13.4.2 However, contractor will not be penalised for any factory defect found in the materials supplied by BSNL, which shall be taken up separately with the supplier of the stores.

14. RESCISSION/TERMINATION OF CONTRACT

- 14.1. **Circumstance of rescission of contract: Under the following conditions the competent authority may rescind the contract.**
- a. If the contractor commits any breach of the terms and conditions of the Agreement
 - b. If the contractor suspends or abandons the execution of work.
 - c. If the contractor had been given by the officer-in-charge of work a notice in writing to rectify/replace any defective work and he/she fails to comply with the requirement within the specified period.
- 14.2. Upon rescission of the contract, the security deposit of the contractor shall be liable to be forfeited and shall be absolutely at the disposal of the BSNL as under.
- 14.2.1 Measurement of works executed since the date of last measurement and up to the date of rescission of contract shall be taken in the presence of the contractor or his authorized representative who shall sign the same in the M-Book. If the contractor or his authorized representative do not turn up for joint measurement, the measurement shall be taken by the officer authorized for this purpose after expiry of due date given for joint measurement. The measurement taken by the officer of authorized shall be final and no further request for joint measurement shall be entertained.
 - 14.2.2 The unused material (Supplied by the Department) available at site shall be transported back by the contractor to the Telecom Store at the risk and cost of the contractor. If any such materials is found damaged/lost then the penalty shall also be recovered from the contractor as per conditions in tender documents bid.
 - 14.2.3 The un-executed work shall be got executed through any other contractor approved by the DGM (O & M) Zone at the approved rates or to execute the work departmentally, as is convenient or expedient to the Department at the risk and cost of the contractor. In such an event no compensation shall be payable by the Department to the contractor towards any inconvenience/loss that he may be subjected to as a result or such an action by the Department. In this regard the decision of the DGM (O & M) Zone shall be final and binding. In all these cases, expenses which may be incurred in excess of the sum which would have been paid to the original contractor if the whole work had been executed by him shall be borne and paid by the original contractor and shall be deducted from any money due to him by the Department under the contract or any other account whatsoever anywhere in the department or from a security deposit.
 - 14.2.4 The certificate of the Divisional Engineer in-charge of work as to the value of work done shall be final and conclusive against the contractor, provided always that action shall only be taken after giving notice in writing to the contractor.
 - 14.2.5 In the event of the termination of the contract, the contractor shall forthwith clear the site of all the contractor's materials, machinery and equipments and hand over possession of the work/operations concerned to the Department or as the Department may direct.

- 14.2.6 The Department may, at its option, cancel or omit the execution of one or more items of work under this contract and may part of such item without any compensation whatsoever to the contractor.

14.3. TERMINATION FOR INSOLVENCY

The Department may at any time terminate the Contract by giving written notice to the Contractor, without compensation to Contractor, if the Contractor becomes bankrupt or otherwise insolvent as declared by the competent court provided that such termination will not prejudice or affect any right or action or remedy which has accrued or will accrue thereafter to the Department.

14.4. OPTIONAL TERMINATION BY DEPARTMENT (OTHER THAN DUE DEFAULT OF THE CONTRACTOR)

- 14.4.1 The Department may, at any time, at its option cancel and terminate this contract by written notice to the contractor, in which event the contractor shall be entitled to payment for the work done up to the time of such cancellation and a reasonable compensation in accordance with the contract prices for any additional expenses already incurred for balance work exclusive of purchases and/or whole of material, machinery and other equipment for use or in respect of the work.
- 14.4.2 In the event of the termination of the contract, the contractor shall forthwith clear the site of all the contractor's materials, machinery and equipment's and hand over possession of the work/operations concerned to the Department or as the Department may direct.
- 14.4.3 The Department may, at its option, cancel or omit the execution of one or more items of work under this contract and may part of such item without any compensation whatsoever to the contractor.

14.5. Issuance of Notice.

- 14.5.1 The Divisional Engineer in-charge of work shall issue show cause notice giving details of lapses, violation of terms and conditions of the contract, wrongful delays or suspension of work or slow progress to the contractor directing the contractor to take corrective action. A definite time schedule or corrective action shall be mentioned in the show cause notice. If the contractor fails to take corrective action within the stipulated time frame, the Divisional Engineer in-charge shall submit a draft of notice along with a detailed report to the competent authority who had accepted the contract for further necessary action.
- 14.5.2 The **Notice for rescission of contract** to the contractor shall expressly state the precise date and time from which the recession would become effective. The following safe guards shall be taken while issuing the final notice.
- a. During the period of service of notice and its effectiveness, the contractor should not be allowed to remove from the site any material/ equipment belonging to the department.
 - b. The contractor shall give in writing the tools and plants he would like to take away/remove from the site. Such of the materials as belong to him and which may not be required for future execution of balance work may be allowed by the Divisional Engineer in-charge of work to be removed with proper records.
 - c. No new construction beneficial to the contractor shall be allowed.

- d. Adequate departmental security arrangement in replacement of the contractor watch and ward shall be made forthwith. Expenses on this account are recoverable from the security deposit or any amount due to the contractor.

15. INDEMNITIES

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

16. FORCE MAJEURE

- 16.1 If any time, during the continuance of this contract, the performance in whole or in part by either party or any obligation under this contract shall be prevented or delayed by reason of any war, or hostility, acts of the public enemy, civil commotion sabotage, fires, floods, explosions, epidemic, quarantine restrictions, strikes, lockouts or act of God (Herein after referred to as events) provided notice of happenings, of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall be reason of such event be entitled to terminate this contract nor shall either party have any such claim for damages against the other in respect of such non-performance and work under the contract shall be resumed as soon as practicable after such event may come to an end or cease to exist, and the decision of the Department as to whether the work have been so resumed or not shall be final and conclusive, provided further that if the performance, in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days either party may, at his option terminate the contract.
- 16.2 Provided also that if the contract is terminated under this clause, the Department shall be at liberty to take over from the contractor at a price to be fixed by the Department, which shall be final, all unused, undamaged and acceptable materials, bought out components and stores in the course of execution of the contract, in possession of the contractor at the time of such termination of such portions thereof as the Department may deem fit excepting such materials bought out components and stores as the contracts may with the concurrence of the Department elect to retain.

17. ARBITRATION

- 17.1 Except as otherwise provided elsewhere in the contract, in the event of any disputes/ controversy or differences arising out of or relating to this agreement or the breach, termination or invalidity thereof between the parties, such party or parties shall make a

request to the other party or parties to amicably settle such differences or disputes and the parties shall thereupon make every effort to settle the same amicably.

- 17.2 Where the parties are unable to settle the disputes through conciliation, the same shall be referred to sole arbitration of the General Manager (South) / Chief General Manager, BSNL, Chennai Telephones for referral of such disputes to a sole arbitrator (chosen from the names(s) provided by BSNL), to be mutually decided by the parties, as per the provisions of the Arbitration and Conciliation Act, 1996, any amendment thereof and any notification issued or rules made there under from time to time. In case his designation is changed or his office is abolished then in such case to the sole arbitration of the officer for the time being entrusted whether in addition to the functions of the General Manager (South) / Chief General Manager, BSNL, Chennai Telephones or by whatever designation such officers may be called (hereinafter referred to as the said officer) and if the GM(South)/CGM, BSNL, Chennai Telephones, or the said officer is unable or unwilling to act as such, then to the sole arbitration of some other person appointed by the GM(South)/CGM, BSNL, Chennai Telephones or the said officer. The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act, 1996.
- 17.3 The arbitrator may from time to time with the consent of both the parties enlarge the time frame for making and publishing the award. Subject to aforesaid arbitration and conciliation Act, 1996 and the rules made there under, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause.
- 17.4 The venue of the arbitration proceeding shall be the Office of General Manager (South) / Chief General Manager, BSNL, Chennai Telephones at Chennai or such other place as the arbitrator may decide

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

18. SET OFF

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

19. CONTRACTUAL PERIOD AND PRICE VALIDITY.

- 19.1 The contractual period will commence from the day of signing of agreement and will expire on or after a period of one year unless specifically extended by BSNL.

19.2 Price Validity :Rates quoted shall remain firm and valid for the period of contract and its subsequent extension period(s) also.

- 19.3 Extension: BSNL reserves the right to extend the validity of the contract if found necessary at the same approved rates and conditions at the mutual consent of both the parties. Such extension however shall be limited to a maximum period of 6 months. BSNL decision shall be final and binding in this regard.

19.4 Legal Jurisdictions : Any disputes arising out of this contract shall come under the jurisdiction of Civil Courts in Chennai City only.

SECTION IV

SPECIAL (COMMERICAL) CONDITIONS OF CONTRACT (SCC)

The Special (Commercial) Conditions of Contract (SCC) shall supplement General (Commercial) Conditions of Contract (GCC)) as contained in Section III and wherever there is a conflict, the provisions herein shall prevail over those in Section III Part A i.e. General (Commercial) Conditions of Contract (GCC).

1. GENERAL

- 1) On completion of work, the contractor will submit the bills as prescribed in the tender document and advance stamped receipt to the Unit Officer for processing for payment. Necessary deduction/statutory deductions of Income Tax, Surcharge, and any other tax levied by the State/Central Government as amended from time to time will be made in the bill.
- 2) The successful tenderer will be engaged as "WORK CONTRACTOR" "ON WORK CONTRACT BASIS". It is purely a work contract based on the principles of "Law of Contract".
- 3) This award of work contract does not confer any right to appointment in BSNL.
- 4) All the successful tenderers are bound by the labour laws including Min. Wages Act as amended from time to time and also bound by the various provisions of the said laws.
- 5) The contractor should ensure that all workmen involved should be covered by adequate insurance scheme. In case any workman supplied by the tenderer suffers injury/damage or meets with an accident during the discharge of duty the entire cost of compensation should be borne by the tenderer and BSNL Chennai Telephones will stand indemnified against any claims/damage/Compensation. The sole responsibility for any legal or financial implication would vest with the tenderer/contractor only. BSNL shall have no liability whatsoever.
- 6) The BSNL Chennai Telephones will not be responsible for payment of Compensation or medical expenses that may be arising out of injuries suffered, or permanent disability or death to the personnel of the successful tenderer, while executing the work.
- 7) After acceptance of the contract, BSNL Chennai Telephones reserves the right to terminate the contract giving 15 days of notice, with the forfeiture of Security Deposit besides blacklisting
 - a. If any/all the terms and conditions of the contract is/are violated,
 - b. If the execution of works is found to be not satisfactory, the decision of GM, BSNL Chennai Telephones will be final and binding in this regard.
- 8) BSNL shall not be responsible for any loss or damage incurred to the tenderer as a result of the termination of the tender. BSNL shall be free to take due action for the appointment of the new tenderer during the period under notice thereafter.

- 9) In case any loss/damage incurred to the BSNL property or to any other private/public sector/State/ Central Government property due to the negligence of the workmen supplied by the tenderer/contractor while executing the work, the tenderer is fully responsible to reimburse the loss/damage so incurred. BSNL Chennai Telephones shall have no liability whatsoever.
- 10) All compensation or other sums of money payable by the contractor to the BSNL or to the Private/public sector/State/Central Government authorities under the terms of the contract shall be realised from claim bills and/or his Security Deposit and in the event of this Security Deposit being reduced by reasons of any such deduction, he shall within 15 days thereafter make good in cash any sum or sums which may have been deducted from his Security Deposits, provided always that nothing contained in these conditions shall preclude the BSNL Chennai Telephones from taking such steps as may be deemed fit for receiving from him any sum or sums of money for any damage which he may be liable under the Terms and conditions of this contract over and above the amount of his Security Deposit.
- 11) The contractor shall pay for any compensation under the Workman's Compensation Act or otherwise arising out of any injury or death caused to any workmen employed by them or to any BSNL staff.
- 12) BSNL reserves the right to disqualify such bidders who have a record of not meeting contractual obligations against the earlier contracts entered into with BSNL.
- 13) BSNL reserves the right to black list a bidder for a suitable period in case he fails to honour his bid without sufficient grounds.
- 14) 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.
- 15) Tender will be evaluated as a single package of all the items given in the price schedule.
- 16) All works to be executed under the contract shall be executed under the direction and subject to the approval in all respects of by the Assistant General Manager/Divisional Engineer or Site Engineer in-charge of work site who shall be entitled to direct at what point or points and what manner they are to be commenced, and from the time to time carried on.
- 17) The work in each section may be split up between two or more contractors or accept any tender in part and not entirely if considered expedient by the Area Sr.GM/GM/ADDL.GM/DGM/AGM/DE in BSNL interest.
- 18) If at any time after the commencement of the work, BSNL may feel that execution of whole or part of work, as specified in the tender is not required to be carried out, then BSNL shall give notice in writing of the fact to the contractor who shall have no claim to any payment of compensation whatsoever on account of any profit or advantage which he might have derived in consequence of the full amount of the work not having been carried out neither shall he have any claim for compensation by reason of any alterations having been made in the original specifications, drawings, designs and instructions which shall involve any curtailment of the work as originally contemplated.
- 19) Whenever any claims against the contractor for the payment of a sum of money arises out of or under the contract, BSNL shall be entitled to recover such sum by appropriating in part or whole the security deposit of the contractor, and to sell any

Government promissory notes etc., forming the whole or part of such security or bill pending against any Contract with BSNL. In the event of the security being insufficient or if no security has been taken from the contractor, then the balance or the total sum recoverable as the case may be, shall be deducted from any sum then due or which at any time thereafter may become due to the contractor under this or any other contract with BSNL. Should this sum be not sufficient to cover the full amount recoverable, the contractor shall pay to BSNL on demand the balance remaining due.

- 20) No official of Gazetted rank or other Gazetted officer employed in Engineering or administration duties in Engineering Department or any other Department of the Government of India is allowed to work as a contractor for a period of two years after his retirement from Government service without the previous permission of Government of India. This contract is liable to be cancelled if either the contractor or any of his employees is found at any time to be such a person who hadn't obtained the permission of Government of India as aforesaid before submission of the engagement in the contractor's service as the case may be.
- 21) In the event of the contractor being, adjudged insolvent or going voluntarily in to liquidation or having received order or other order under insolvency act made against him or in the case of company, of the passing of any resolution, or making of any order for winding up whether voluntarily or otherwise, or in the event of the contractor failing to comply with any of the conditions herein specified, Area Sr.GM/GM / ADDL.GM/DGM / AGM/DE in-charge of external network shall have the power to terminate the contract without any notice.
- 22) Without prejudice to any of the rights or remedies under this contract, if the contractor dies, Area Sr.GM/GM / ADDL.GM/DGM / AGM/DE in-charge of external network on behalf of BSNL-CHENNAI TELEPHONES can terminate the contract without compensation to the contractor. However Area Sr.GM/GM / ADDL.GM/DGM / AGM/DE in-charge of external network, at his discretion may permit contractor's heirs to perform the duties or engagements of the contractor under the contract, in case of his death. In this regard the decision of Area Sr.GM/GM / ADDL.GM/DGM / AGM/DE in-charge of external network shall be the final.
- 23) In the event of the contractor, winding up his company on account of transfer or merger of his company with any other, the contractor shall make it one of the terms and stipulations of the contract for the transfer of his properties and business, that such other person or company, shall continue to perform the duties or engagement of the contractor under the contract and be subject to his liabilities there under.

2. Interpretation of the contract document:

The representative of BSNL-CHENNAI TELEPHONES and the contractor shall in so far as possible by mutual consultation, try to decide upon the meaning and intent of the contract document. In case of disagreement the matter shall be referred to Sr.GM/GM / ADDL.GM/DGM whose decision shall be final. Any change in the contract documents shall be set forth in writing by the representative of the parties hereto. It shall be the contractor's responsibility to thoroughly familiarize all of his supervisory personnel with the contents of all the contract documents.

3. NOTIFICATION:

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

4. Shut down on account of weather conditions :

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

5. STORES SUPPLIED BY BSNL:

- 5.1 At no point of time the contractor shall be issued stores of value more than the contractor's security deposit as per Clause number 5(i) of Section III, If at all the work requires more amount of materials to be issued to the contractor, then the security shall suitably be revised before the issue of the stores and the contractor shall not have any objection to it.
- 5.2 The contractor shall transport (including loading and unloading) all stores issued to him from Divisional Store dumps or Sub-divisional Store dumps, to the site of work at his own cost. BSNL shall not pay any transportation charges to the contractor.
- 5.3 All materials supplied to the contractor by BSNL shall remain the absolute property of BSNL and shall not be removed from site of the work except for use in the work and shall be at all times open to inspection by the Representative of BSNL-CHENNAI TELEPHONES. In case the materials like cable and accessories are taken delivery of by the contractor and stored at the site office/store of the contractor such site office/store will also be treated "as site" for this purpose. Any such materials remaining unused at the time of the abandonment, completion or termination of the contract shall be returned to BSNL at a place informed to him by Area Sr.GM/GM / ADDL.GM/DGM / AGM/DE / SDE, failing which the cost of the unused materials shall be deducted from the contractor's Performance security or any of his pending bills or from any other security.
- 5.4 The contractor shall be responsible for the transportation of store, storage and safe custody of all materials supplied to him by BSNL, which in the contractor's custody

whether, or not installed in the work. The contractor shall satisfy himself regularly the quantity and quality of the materials supplied to him and he will be responsible for any subsequent deterioration and discrepancy (inclusive of theft) in the quantity / quality of the materials.

- 5.5 The contractor shall submit a proper account every month of all the materials supplied to him by BSNL and those consumed in the work as per the “BSNL’s calculation” (which shall be final). The balance material has to be returned to BSNL. In case the contractor has not returned the balance materials, the same will be charged to the contractor or deducted from his bills at 1.5 times of prevailing standard price including freight, handling charges, storage charges etc. The details of procedure of issue/return of materials to the Contractors are detailed at Section XIV Annexure A, along with material requisition slip and material return slip.
- 5.6 The contractor shall ensure that only the required materials are issued to him. Upon completion of work, the contractor shall return to BSNL at the later designated store in good condition, free of charges, any unused materials that were supplied by BSNL.

6. EASEMENTS, PERMITS, LICENCES AND OTHER FACILITIES:

- 6.1 The Contractor shall obtain/provide at his own cost all easements, permits and licence necessary to its work except for the following, which shall be provided by the Representative of the BSNL-CHENNAI TELEPHONES:
- (A) “Right of User” easements and permits.
 - (B) Railway and Highway crossing permits including bridge
 - (C) Canal/Stream crossing permits.
- 6.2 The contractor shall be fully responsible for angling and obtaining all necessary easements, permits and licences, for moving all construction equipment, tools, supplied materials and men across Railways and Highways, across public or private road as well as premises of any public utility within the right of user and for bearing all costs that may be incurred in respect of the same.
- 6.3 The contractor is to confine his operation to the provided construction “Right of User” unless it has made other arrangement with the particular property owners and/or tenants such other arrangements shall be entirely at the responsibility of the contractor as to cost and arrangement as also breach and claim and shall be entitled with a copy to the Assistant General Manager/Divisional Engineer.
- 6.4 The contractor will not be entitled to extra compensation for hardship and increase in cost by the cable trench being routed adjacent to or across other pipeline, Highways, Railways, telephones or poser poles and wires or guy wires, embankments, cliffs, streams or other obstacles which may physically or otherwise in any manner, restrict or limit the use of the construction “Right of User”. Some construction and such contingency shall be deemed to have been providing for in the rates.
- 6.5 If BSNL is not able to provide above mentioned permits etc. in time then the extension of time limit shall be provided as per EOT clause given in tender document.

7. QUALITY OF WORK:

- 7.1 BSNL-CHENNAI TELEPHONES shall be the final judge of the quality of the work and the satisfaction of BSNL in respect thereof set forth in the contract documents. Laxity or failure to enforce compliance with the contract documents by BSNL and / or its representative shall not manifest a charge or intent of waiver, the intention being

that, notwithstanding the same, the contractor shall be and remain responsible for complete and proper compliance with the contract documents and the specification there in. The representative of BSNL-CHENNAI TELEPHONES has the right to prohibit the use of men and any tools, materials and equipment which in his opinion do not produce work or performance to meet the requirement of the contract documents.

8. TAXES AND DUTIES:

- 8.1 Contractor shall pay all rates, EPF, ESI for the deployed workforce, levies, fees royalties, taxes and duties (including service tax) payable or arising from out of, by virtue of or in connection with and/or incidental to the contract of any of the obligations of the parties in terms of the contractor documents and/or in respect of the works or operations or any part thereof to be performed by the contractor and the contractor shall indemnify and keep indemnified BSNL from and against the same or any default by the contractor in payment thereof.

9. PROTECTION OF LIFE AND PROPERTY AND EXISTING FACILITIES

- 9.1 The contractor is fully responsible for taking all possible safety precautions during preparation for and actual performance of the works and for keeping the construction site in a reasonable safe condition. The contractor shall protect all life and property from damage or losses resulting from his construction operations and shall minimize the disturbance and inconvenience to the public.
- 9.2 If the aerial construction work alters the contours of the ground around road and highway crossing in such locations dangerous to traffic, the contractor shall at his own cost, take necessary precautions to protect public and shall comply with all the regulations of State Police Authorities/Highways authorities/Corporation authorities or any other authority maintaining the roads as to placing of warning boards (Minimum size 3' X 2'), traffic signals, barricades, flags etc, at such locations. If the contractor does not put the warning signal as per above directions, then a penalty of Rs.500/- per day shall be levied on the contractor, till the directions, are complied by the contractor. The contractor shall take due precautions to avoid damages to other pipe lines, water mains, sewers, telephones, telegraphs and power conduits, laid wires poles and guy wires, railways, highways, bridges or other underground or above ground structure and/or property crossing or adjacent to the cable trench being excavated.
- 9.3 The contractor shall be solely responsible for location through approved non-destructive means and ensuring the safety of all existing underground pipeline, electrical cables, and or other structures.
- 9.4 The contractor shall be solely liable for all expenses for and in respect of repairs and / or damage occasioned by injury of or damage to such underground and above structures or other properties and undertake to indemnify BSNL from and against all actions, cause of actions, damages claims and demands whatsoever, either in law or in equity and all losses and damages and costs (inclusive between attorney and client), charges and expenses in connection therewith and / or incidental thereto. The contractor shall take all responsibilities and risk in crossing other pipelines and cables and shall be responsible for protecting all such existing pipelines, poles, electric lines, sewers, cables or other facilities from damage by the contractor's operation in connection with the work. The contractor without cost of BSNL shall promptly repair any damage incurred.
- 9.5 The current market value of any commodities lost as a result of any damage to the aforesaid existing facilities shall be paid by the contractor together with such additional sums necessary to liquidate the personal of property damages, resulting there from.

10. LABOUR WELFARE MEASURES AND WORKMAN COMPENSATION :

10.1 Obtaining Licence before commencement of work:

The contractor shall obtain a valid labour licence under the Contract Labour (R&A) Act 1970 and the Contract Labour (Regulation and Abolition) Central Rules 1971, before commencement of the work, and continue to have a valid licence until the completion of work. The contractor shall also abide by the provisions of the Child Labour (Prohibition and Regulation) Act, 1986. Any failure to fulfill this requirement shall attract the penal provisions of this contract arising out of the resultant non-execution of work, an attested copy of the valid Labour License duly attested by not below the rank of AGM/DE / CAO of BSNL shall be submitted to AGM/DE external issuing the work order.

10.2 Contractors Labour Regulations:

10.2.1 Working Hours

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

10.2.2 Display of Notice Regarding Wages Etc. :

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

10.2.3 Payment of Wages:

- 10.2.3.1. The contractor shall fix wage periods in respect of which wages shall be payable.
- 10.2.3.2. No wage period shall exceed one month.

- 10.2.3.3. The wages of every person employed as contract labour in an establishment or by a contractor, where less than one thousand such persons are employed, shall be paid before the expiry of seventh day and in other cases before the expiry of tenth day after the last day of the wage period in respect of which the wages are payable.
- 10.2.3.4. Where the employment of any worker is terminated by or on behalf of the contractor, the wages earned by him shall be paid before the expiry of the second working day from the date on which his employment is terminated.
- 10.2.3.5. All payment of wages shall be made on a working day and during the working time and on a date notified in advance and in case the work is completed before the expiry of the wage period, final payment shall be made within 48 hours of the last working day.
- 10.2.3.6. Wages due to every worker shall be paid to him direct thru' NEFT/RTGS or on electronic mode only.
- 10.2.3.7. All wages shall be paid thru NEFT/RTGS or on electronic mode only.
- 10.2.3.8. Wages shall be paid without any deductions of any kind except those specified by the Central government by general or special order in this behalf or permissible under the Payment of Wages Act, 1956.
- 10.2.3.9. A notice showing the wages period and the place and time of disbursement of wages shall be displayed at the place of work and a copy sent by the contractor to the Engineer-in-charge under acknowledgement.
- 10.2.3.10. It shall be the duty of the contractor to ensure the disbursement of wages thru NEFT/RTGS etc and will be required to submit the transactions details obtained from the Bank for NEFT/RTGS etc., and its receipt by the deployed workforce to the Engineer-in-charge while submitting the monthly /development bill.
- 10.2.3.11. The contractor shall obtain from the site Engineer or any other authorized representative of the Engineer-in-charge, as the case may be, a certificate under his signature at the end of the entries in the "Register of Wages" or the "Wage-cum-Muster Roll", as the case may be, in the following form: -

"Certified that the amount shown in the column No has been paid to the workman concerned thru' NEFT/RTGS etc., and the proof shown to me on at

10.2.4 Fines and deductions, which may be made from wages

- 10.2.4.1. The wages of a worker shall be paid to him without any deduction of any kind except the following :
 - (a) Fines
 - (b) Deductions for absence from duty i.e. from the place or the places where by the terms of his employment he is required to work. The amount of deduction shall be in proportion to the period for which he was absent.
 - (c) Deductions for damage to or loss of goods expressly entrusted to the employed person for custody, or for loss of money or any other deductions which he is required to account, where such damage or loss is directly attributable to his neglect or default .
 - (d) Deduction for recovery of advances or for adjustment of over payment of wages advances granted shall be entered in a register.
 - (e) Any other deduction, which the Central Government may from time to time, allows.

- 10.2.4.2. No fines should be imposed on any worker save in respect of such acts and omissions on his part as have been approved of by the Labour Commissioner.
- 10.2.4.3. No fine shall be imposed on a worker and no deduction for damage or loss shall be made from his wages until the worker has been given an opportunity of showing cause against such fines or deductions.
- 10.2.4.4. Every fine shall be deemed to have been imposed on the day of the act or omission in respect of which it was imposed.

10.2.5 Labour records

- 10.2.5.1. The contractor shall maintain a **Register of Persons employed** on work on contract in Form XIII of the Contract Labour (R&A) Central Rules 1971.
- 10.2.5.2. The contractor shall maintain a **Muster Roll** register in respect of all workmen employed by him on the work under Contract in Form XVI of the CL(R&A) Rules, 1971.
- 10.2.5.3. The contractor shall maintain **Wage Register** in respect of all workmen employed by him on the work under contract in Form XVII of the CL (R&A) Rules 1971.
- (a) The contractor should be registered with the EPF authorities and a certificate to that effect that “provision of the act has been complied with” should be attached along with payment of contribution of EPF entry (ECR copy) with respect of labourers engaged against this contract.
- 10.2.5.4. **Register of accidents** - The contractor shall maintain a register of accidents in such form as may be convenient at the work place but the same to include the following particulars :
- | | |
|---|---|
| a) Full particulars of the laborers who met with accident | b) Rate of Wages |
| c) Sex | d) Age |
| e) Nature of accident and cause of accident | f) Time and date of accident |
| g) Date and time when admitted in hospital | h) Date of discharge from the hospital |
| i) Period of treatment and result of treatment | j) Percentage of loss of earning capacity and disability as assessed by Medical Officer |
| k) Claim required to be paid under Workmen’s Compensation Act | l) Amount paid with details of the person to whom the same was paid |
| m) Date of payment of compensation | n) Authority by whom the compensation was assessed |
| o) Remarks | |
- 10.2.5.5. The contractor shall maintain a **Register of Fines** in the Form XII of the CL(R&A) Rules, 1971. The contractor shall display in a good condition and in a conspicuous place of work the approved list of acts and omission for which fines can be imposed.
- 10.2.5.6. The contractor shall maintain a **Register of deductions for damage or loss** in Form XX of the CL (R&A) Rules 1971.
- 10.2.5.7. The contractor shall maintain a Register of Advances in Form XXIII of the CL(R&A) Rules 1971.

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

10.2.6 Attendance card-cum wage slip

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

10.2.6.2. The card shall be valid for each wage period.

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

10.2.6.4. The card shall remain in possession of the worker during the wage period under reference.

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

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

10.2.7 Employment card

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

10.2.8 Service certificate

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

10.2.9 Preservation of labour records

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

10.2.10 EPF Contribution and Regulations

Contractor shall fully abide by the rules and regulations, which are in force and set by EPF authorities. Contractor shall make regular EPF contribution for his staff as per EPF rulings. Contractor shall provide copy of ECR payment details to BSNL on periodical basis.

10.3 Power of labour officer to make investigations or enquiry

The labour officer or any person authorized by the Central Government on their behalf shall have power to make enquiries with a view to ascertaining and enforcing due and proper observance of Fair Wage Clauses and provisions of these Regulations. He shall investigate in to any complaint regarding the default made by the contractor in regard to such provision. BSNL Chennai Telephones has the right to inspect the records maintained by the Contractor.

10.4 Report of Investigating Officer and action thereon

The Labour Officer or other persons authorized as aforesaid shall submit a report of result of his investigation or enquiry to the Engineer in-charge indicating the extent, if any, to which the default has been committed with a note that necessary deductions from the contractor's bill be made and the wages and other dues be paid to the

labourers concerned. The Engineer in-charge shall arrange payments to the labour concerned within 45 days from the receipt of the report from the Labour Officer or the authorized officer as the case may be.

10.5 Inspection of Books and Slips

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

10.6 Submission of Returns

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

10.7 Amendments

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

11. INSURANCE:

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

12. COMPLIANCE WITH LAWS AND REGULATION:

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

13. TOOLS AND PLANTS

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

SECTION - V

SCOPE OF WORK AND JURISDICTION OF CONTRACT

Part-A

1. Getting permission from local authorities and traffic Police and patrolling of route.
2. Supply of Materials
3. Transportation of materials from stores to site.

1. Getting permission from local authorities and traffic Police and patrolling of route.

- 1.1. It is the contractor's responsibility to obtain permission from the local authorities such as Corporation, Municipalities, Panchayats, or City roads / Highways and Traffic police etc. Application for permissions from local authorities / Traffic police will be issued by the SDE – in charge and the contractor shall co-ordinate with local authorities and pursue to obtain the estimate for aerial construction/erection of post if any. The legitimate Payment to Corporation, Municipalities, Panchayats, or City roads / Highways on Demand Note will be arranged by the Divisional Engineer (O & M)/Divisions CHTD. For getting or facilitating such permission, BSNL will not pay any extra payment to Contractor.
- 1.2. The construction works during night hours with flood light arrangements with generators shall be carried out after obtaining due permission from Corporation, Municipalities, Panchayats, or City roads / Highways and Traffic police etc. with due intimation to SDE EXTL Maintenance or his authorised staff. There shall be no additional payment in this regard.
- 1.3. The construction work involves Obtaining required way leave Permission from Corporation of Chennai/Municipalities/State/ National highways, Railways, Police Authorities, other local bodies, etc.as a line item. The contractor shall make preliminary survey of the cable route and submit the drawing for approval and onward transmission to other road maintenance authorities for securing permission. The DE will issue necessary letters of authorization to the contractors to enable them to seek permission from the local authorities such as corporation, Municipalities, Traffic Police, State/National Highways etc. Except in difficult cases, the contractor should obtain such permission themselves. In case of difficult situation, the concerned officer will also interact with the local authorities to obtain road crossing permission. Necessary payments such as track rent charges to the local bodies will be made by the DE/DGM against estimates/demand note received from these authorities.

Patrolling

- 1.4. Whenever any kind of underground or other activities are involved on the construction/network routes within the boundaries of Chennai Telephones, by other External agencies such as Highways, Corporation. Municipalities, Electricity Board, Metro Water Board, Local Bodies etc., the contractor shall perform detailed patrolling, on these routes to safeguard the BSNL FTTH/HSBB Network for which the Contractor is responsible for both development and maintenance.
- 1.5. The patrolling involves, identification of the existing network in the route, and co-ordination with the External Agencies, performing activities in the route, for entire period of operation so as to safeguard and protect the BSNL FTTH/HSBB Network

for which the contractor is responsible for both development and maintenance during this period.

- 1.6. The patrolling staff deputed by the contractor shall alert the external digging/construction agencies about the existence of BSNL Network in the route and warn him to execute their work with all precautionary measures without any damage to the BSNL Network.
- 1.7. Whenever BSNL Network is exposed for damage by other agencies activities on the route, the patrolling staff deputed by the contractor shall be available in the section of the route where other agencies activities are going on. The patrolling staff of the contractor shall also intimate the same to SDE EXTL or his representative immediately for intimation and shall carry out all precautionary measures to safeguard and protect the BSNL Network.
- 1.8. The presence and the performance of the patrolling staff will be monitored by SDE Extl.or his authorised representative during the daily/routine route inspection.
- 1.9. The Contractor shall arrange for their own conveyance / assistance for performing patrolling and no assistance of manpower or any kind and no conveyance in any mode shall be provided by the BSNL Chennai Telephones.
2. **Supply of Materials:** There are some materials required to be supplied by the contractor for execution of works under this contract, besides using other consumable which do/don't become the part of the asset. The contractor shall ensure that the materials supplied are of best quality and workmanship and shall be strictly in accordance with the specifications.
3. **Transportation of materials from stores to site.**

The Aerial Construction/FTTH/HSBB Network related materials listed/pertaining to the work will be issued at BSNL stores as envisaged in the tender document. Contractors shall transport these materials to work spot safely on their own arrangement. These materials shall be protected from any damage due to any untoward incidents and from theft etc., till the construction of alignment is completed and made over. No extra payment will be paid to Contractors for loading, unloading, transportation, guarding etc.

SECTION – V

Construction/Maintenance of Aerial Cable Construction

Part-B

The work execution comprises of two major parts :

- 1. FTTH/HSBB Network Building -Aerial Construction – Development Work**
- 2. Maintenance of the FTTH/HSBB Network – Day-to-day Maintenance**

1) Aerial Construction – Development Work :

The FTTH/HSBB Network construction comprises of

1. Area/Locality/Route Survey, Plan, and its approval.
2. Leading in connectivity from RSU/Exchange/DSLAM/GSM site upto distribution point.
3. Aerial Construction from distribution point to Customer complex or campus.
4. Connectivity from Customer complex or campus to CPE of individual customer.
5. Energizing the connection at CPE of individual customer.

Description of work

1. On getting the demand/lead for new connections and BSNL shall take necessary steps to generate Advice Notes/Lead for provision of connections which shall be notified to contractor immediately. The contractor shall undertake the route survey and submit the plan for provisioning the connection with shortest viable route possible is to be surveyed. The Area survey which subsumes in the construction cost and forms part of the contract, shall be undertaken by the contractor and no separate payment shall be made for the same.
2. Laying of OFC Patch Cord: For extending GPON/DSLAM port to external OF Cable OFC Patch cord is to be laid from the OLT/ DSLAM installed at the Exchange to the Fibre Termination Box. The Cord is to be laid in the existing Run way using Flexi Hose with proper tieing & tagging and sign writing for identification. Necessary OFC patch cord of required length will be supplied by BSNL. The maximum length will be 30 meters. While laying patch Cord utmost care should be taken so that no damage is caused to the existing cables/patch cords in the runway.
3. Fixing of Fibre Termination Box: Fibre termination Box(FTB) is used for terminating out door OF Cable at the Exchange premises as well as at Customer premises. The FTB is to be fixed at the suitable place earmarked by the exchange in charge. **Proper tools** has to be used for fixing FTB. The dust collected during drilling is to be removed and cleaned properly. Care should be taken while fixing FTB in order not to damage the Fibre Tray available inside FTB.
4. Aerial OF Cable Laying without clipping: The work involves overhead laying OF Cable of sizes 2F, 4F, 6F, 12F and 24F from exchange FTB to customer premises. The required stores are to be collected from the exchange and transported to the work spot. The OF cable is to be uncoiled properly without causing damage to the fibre and laid aerially without clipping. BSNL logo/emblem is to be tagged at the specified intervals. Providing

permission Tags with BSNL emblem as per Corporation/Municipal Authority specification.

5. Aerial OF Cable Laying with clipping: The work involves overhead laying OF Cable of sizes 2F, 4F, 6F, 12F and 24F from exchange FTB to customer premises. The required stores are to be collected from the exchange and transported to the work spot. The shortest viable route is to be surveyed. The OF cable is to be uncoiled properly without causing damage to the fibre and laid aurally. Necessary Clipping wire is to be laid wherever necessary especially at the road crossing. BSNL logo/emblem is to be tagged at the specified intervals. Providing permission Tags with BSNL emblem as per Corporation Municipal Authority specification.
6. Erection of GI Tubular Post: GI tubular posts are to be erected at specified intervals wherever sagging may occur. The work involves trenching pit of size 0.6m x 0.6m x 1m, erection of tubular post supplied by BSNL, refilling with cement concrete if necessary. The required number of tubular posts are to be collected from the exchange and transported to the work spot. Necessary sign writing in the tubular posts are to be done. Sign writing to be done sequentially for erected posts/poles.
7. Excavation of pit of size 0.6(L) x 0.6 (W) x 1.2 (D) m in all type of soil and refilling with the excavated soil after erection of assembled tubular post including watering, ramming consolidation etc.
8. Erection of GI Pipe 2” Dia for 20 to 30 Feet height in the excavated pit and fitting the bracket at the top and concreting with 1:2:4 mix at the foot of pipe for a size 1’ x 1’ x 3’
9. Splicing of OF Cable: Splicing is to be carried out for jointing OF cable of size 2F/4F/6F/12F/24F & pigtails in the FTB boxes fixed at exchange and customer premises. Straight Joint is also to be done along the route wherever necessary. The splicing is to be carried out with perfection and with minimal admissible loss and closed properly using appropriate sizes at the cost of the FOS vendor.
10. Fixing of FTTH GPON/FOS Splitters : GPON splitters/FOS 8/16/24/32 of sizes 2x4, 1x8, 1x16 and 2x32 supplied by BSNL are to be fixed at the specified locations identified by BSNL with proper drilling & fixing without damaging the splitter/FOS with proper sign writing.
11. Provision of Electrical Power Supply: 5Amps AC Power is to be extended from the nearest EB supply of Exchange/Customer premises point to the Optical Switch (to be installed by the vendor) at the customer premises for provision of HSBB connections. Necessary 5Amps socket with switch and 1/18 multi strands copper cable and PVC pipe is to be supplied by the Contractor.
12. Laying of Drop Fibre /Cat-6/Cat-5 Cable :

A: Laying in Existing Runway/Shaft/Duct includes supply of PVC pipe:

Drop Fibre/ Cat-6/Cat-5 Cable is to be laid from GPON Splitters/ Optical Switch to the customer premises in the existing Runway/Shaft/Duct. Necessary PVC pipes are to be fixed properly and then cable is to be pulled inside the PVC pipe upto ONT/Wifi router.

B: Open Laying and also in PVC Pipes/ Case & Cap:

Drop fibre/Cat-6 and Cat-5 cable is to be laid from GPON Splitters/ Optical Switch to the customer End Point with proper clamping without sagging in case of opening laying and in the case using PVC pipe/ Case & Cap also properly.

C: Laying in existing conduit pipes/duct:

Drop fibre/Cat-6 and Cat-5 cable is to be laid from GPON Splitters/ Optical Switch to the customer End Point properly using existing conduit pipes / Duct.

D: Laying in existing concealed pipes:

Drop fibre/Cat-6 and Cat-5 cable is to be laid from GPON Splitters/ Optical Switch to the customer End Point properly using existing concealed pipes.

13. Installation and Configuration of FTTH/HSBB ONT/ CPE/Wi- Fi Router:

A: crimping of GPON connector / RJ45 Connectors:

Crimping of GPON Connectors/ RJ45 Connectors at Splitter/Router and Customer premises ONT/ CPE/Wi-Fi Router.

B. Installation of ONT/ Wi-Fi Router:

ONT/ Wi-Fi Routers to be installed at the required place referred by the customer.

C: Configuration & Testing:

The installed ONT / Wi-Fi Router is to be configured with relevant parameters. The function of BB is to be checked for the connectivity with speed according the plan opted by the customer.

2) Maintenance of the FTTH/HSBB Network – Day-to-day Maintenance :

The sites category is as under:

- (i) Existing sites developed by South Area, The tentative length of OFC and other cables to be considered for Annual Maintenance Contract is enclosed at Annexure 'H'.
- (ii) Existing Sites left/abandoned by MOU vendor,
- (iii) New Sites to be developed by South Area,
- (iv) To be developed Sites which comes under the purview of MOU Vendor/BSNL CO approved vendor etc., but no response or non-interest expressed by MOU Vendor/BSNL CO approved vendor in spite of repeated reminders.

Under each category of site, the type of site shall be any one of the following:

- 2.1 Retail FTTH/HSBB sites with only in-building maintenance.
- 2.2 Retail FTTH/HSBB sites with Laying of Drop Fibre /Cat-6/Cat-5 Cable and Installation and Configuration of FTTH/HSBB ONT/ Wi- Fi Router.
- 2.3 Retail FTTH/HSBB sites with Installation and Configuration of FTTH/HSBB ONT/ CPE/Wi- Fi Router.

BSNL shall make over the FTTH/HSBB Network sites established by him for the maintenance immediately upon energization of the connection at customer end of Sl. No. 1 and for the Sl.No.2 (2.1 to 2.3), a separate order shall be issued after assessment of the quantum of the sites by BSNL and shall continue to be maintained by the contractor.

The maintenance shall be as per Service Level Agreement (SLA) and various activities are described as under:

Service Level Agreement:

Contractor/Vendor shall support SLAs that define the level of service that BSNL expects together with any penalties to be paid by the CONTRACTOR/VENDOR for failure to deliver against it. The SLA parameters shall include measurements of service delivery, availability, latency, throughput and restoration times etc. It shall be possible to generate management reports providing information on faults and achievement against the SLAs through a monitoring and management software provided by the CONTRACTOR/VENDOR/BSNL for all SLA parameters defined for the FTTH/HSBB Network Establishment and its maintenance.

The service level definitions have been classified under two specific heads viz. System Performance and Service Performance.

(A) System Performance

Service availability will be maintained by the Contractor/Vendor in accordance with the SLA terms defined herein. The Contractor/Vendor will send notices of notices of service interruptions in a timely manner to BSNL.

1) Planned Outage

- a) Notices of such service interruptions termed “Planned Outage” will have prior approval from BSNL. The list of authorized staff of BSNL requiring notification from/to the vendor of preferably exchange in-charge will be communicated.
- b) Planned Outages, including the estimated backlog clearance time, will be agreed with the BSNL at least 48 hours in advance and BSNL will be notified once service is restored.
- c) Planned Outages may not be allowed during such period when operational needs will not permit the planned outages. Contractor/Vendor shall ensure service availability during such period.

2) Unplanned Outage

Unplanned outage is an impairment of the service that is solely attributable to the other agencies/natural calamities/disaster reasons, and is such that the services are not available for BSNL in a reasonable manner for the purposes described in this document. Unplanned outages other than expressed terms in this contract, if any, will attract the penalty clauses mentioned elsewhere in this document.

(B) Service Performance Level

1) Fault Management and Support Services

- a) Fault Management and Support Services shall be provided during normal working hours throughout the Term of the Agreement, to maintain Quality of Service QoS for Landline and Broadband services of FTTH/HSBB.

- b) The Contractor/Vendor shall maintain a Fault Management process for services provided to BSNL. Fault Management operations shall prioritize the restoration of service by standard technical practice, including alternate and redundant paths. The Contractor/Vendor shall provide appropriate access mechanisms for the Fault Management process to BSNL. Security issues shall be treated as top priority within the Fault Management process.
- c) **A fault docket shall be provided by the system as and when a fault or service failure is reported and the status of the fault shall be made available online by providing the docket number. The docket shall be cleared only when the service is fully restored.**
- d) On-line access to the Service shall be provided from the BSNL premises to facilitate entry and retrieval of specific user accessible data during Normal Working Hours.
- e) **CONTRACTOR/VENDOR shall provide a full-fledged support team to cater to the technical issues pertaining to the FTTH/HSBB Network. Necessary contact addresses, Phone/Mobile nos., e-mail/FAX nos., etc of the designated support team shall be provided by the CONTRACTOR/VENDOR. CONTRACTOR/VENDOR shall intimate changes, if any, in the contact nos. or addresses to the BSNL designated personnel at the earliest.**

2) Minimum Service Performance Targets

- a) On-line Service during Normal Hours: Unplanned Outages, excluding those due to BSNL, as measured at the Service interface to BSNL shall not exceed 2 hours in any one day and 4 hours in any one week (Monday to Sunday).
- b) Loss of Network: There will be no more than one instance of Network failure within any one day. No instance of network failure will be greater than 24 hours.
- c) CONTRACTOR/VENDOR shall be providing FTTH/HSBB services as per QoS during a month.
- d) Unplanned Outages, excluding those due to the Customer, as measured at the Service interface to BSNL shall not exceed 2 hours in any one day and 4 hours in any one week.
- e) Unplanned outage, i.e. impairment of the Service, that is solely attributable to CONTRACTOR/VENDOR, such that it may no longer be used by the Customer in a reasonable manner for the purposes described in this document shall attract penalty clause.
- f) The Contractor/Vendor shall be staffed with Service Centre representatives and other technical support staff. Service Centre representatives shall be providing the Level 1 Support and may escalate Service issues. The Level 1 support staff shall have access to the highest-level experts available from the Contractor/Vendor and shall be adequately trained in the system.
- g) The Service Centre shall have quality compliant processes to facilitate management of requests. The Service Centre shall respond to phone/mobile, fax/email and on line requests for Services in accordance with agreed terms of the contract. The Service Centre shall record requests in a system, which will track the entire life cycle of the request, and will manage the opening, assignment, acceptance, escalation, resolution and closing of the request.

- h) The Service Centre shall manage requests in a way that is transparent to BSNL, including referral of requests involving other services. During a request life cycle, the Service Centre shall make available information regarding its status and will notify the State upon completion.
- i) The Contractor/Vendor shall employ a judicious approach to prioritize requests. The Contractor/Vendor shall support different priority targets depending upon the agreed level of business impact on a particular support issue.

3) Priority codes

3.1 Penalties in case of Defaults

If the CONTRACTOR/VENDOR defaults in providing the services then the defaults will be classified in following three levels of Priority:

3.1.1 Priority Code I:

Service failure, which has a major business impact viz.:

- (i) Total loss of service (planned outages for more than 48 hours, etc)
- (ii) Network availability less than as specified QoS.
- (iii) Abnormal end of a service, process or function resulting in network failure.
- (iv) Permanent Network failure other than in case of a natural disaster.
- (v) Failure on part of a service which has a major business impact for BSNL e.g. revenue affecting, viz. CDR loss, etc.
- (vi) Recurring failure happening once or more in a day causing serious disruption for BSNL.

3.1.2 Priority Code II:

Service failure, which has a high business impact viz.:

- (i) Partial service loss that renders a route or area cur-off but does not have major business impact like
- (ii) BSNL end RSU/DSLAM/NIB/OLT failure
- (iii) System suffering from slow response times affecting multiple users.
- (iv) Delay of more than Three working days in rectification for any customer

3.1.3 Priority Code III:

Service failure, which has a medium or low business impact

- (i) Delay in submitting reconciliation report
- (ii) Delay in submitting various reports requested by BSNL
- (iii) Slow response times, which do not adversely impact BSNL.
- (iv) Non availability of Fault Management and support services for more than four hours during working hours.
- (v) Any problems causing inconvenience rather than stopping work.

(C) Quality of Service (QoS) PARAMETERS for Provisioning & maintenance

No	Parameters	Benchmarks
1	Service Provisioning / Activation Time	
1.1	% age of connections provided within 03 (Three) days of registration of demands/leads	100% (Cent per cent) in =< 03 working days
2	Fault repair / Restoration time	
2.1	%age of faults repaired within 24 hours	>=90%
2.2	%age of faults repaired within 3 working days	=100%
2.3	Repeat faults	Not more than 5% of total connections per month

Note: The list is only indicative and may change from time to time as directed by Licensor/TRAI/Controlling Ministry.

For the purpose of maintenance, the Work Day & Working Hours for the personnel employed by the contractor:

Work day : All seven days of a week (including Sunday) would be considered as Work day, all days of the year including National Holidays would be considered as work day.

Work Hours : The normal work hours of the field personnel of the Contractor shall be 8 AM to 8 PM. However Help Desk of Contractor work hour shall be from 8:00 AM to 10 PM.

1. Penalty

Penalties against Delay in provisioning: The following penalties shall be levied on the vender for non-achievement. The penalties shall be calculated by the unit officer/Divisional in-charge on monthly basis.

Sl. No.	Delay Provisioning	Penalty
1	Less than or equal to 80% of connections provided within 02 (Two) days of registration of demands/leads	Rs 30/- per day per connection

Note : Reasons beyond the control of VENDOR such as customer premises closed etc. shall be given due consideration while imposing penalties.

Penalties against service failures / delays in fault restoration: The following penalties shall be levied on the VENDOR for delay in failure/ disruption of the services offered and also delay in fault restoration. These penalties shall be applicable only if the delay, failure / disruption is due to the fault within the SLA parameters which is under O & M scope of VENDOR. VENDOR shall not be penalized if the failure is due to any natural disaster etc. The penalties shall be calculated by the unit officer/Divisional in-charge on monthly basis.

(i) Penalty for delay in restoration of Bulk Faults

Sl. No.	Nature of fault	Penalty Amount
1	Non – availability of services for more than 4 hours to complete Business complex /Apartment Premises	Rs. 2,000 per day per occasion

(ii) Penalties for Delay in Restoration for individual Line Faults

Sl. No.	Parameter	Penalty Amount	Remark
1	Faults Clearance: within 6 Hrs of made over/intimation/appearance in CDR/IT system to VENDER	Delay beyond this will invite penalty of Rs. 50 per line per day.	Faults made over to VENDER by BSNL after 20:00 Hrs would be treated as made-over on next working day at 8:00 AM, for the purpose of effecting penalties. (Though VENDOR shall make every attempt to attend the faults as soon as they come to the knowledge of VENDOR.)

Settlement of penalty for (i) and (ii) above shall be done on monthly basis. Total penalty in case of delay in fault restoration shall be limited to 20 % of the total amount receivable by the contractor in a month.

2. Additional Penalties:

Following penalties in addition to penalties for provisioning and maintenance as mentioned above, shall also be applied:

2.1 Any penalty imposed by TRAI / DoT for not meeting the Quality of Service (QoS) parameters (parameters related to provisioning and fault restoration) on FTTH/HSBB service shall also be additionally deducted from net payable amount to contractor.

2.2 BSNL shall make reasonable efforts in maintaining its Network and service for full availability. However, the malfunctioning, partial functioning, delay in fault restoration or non-working of the BSNL owned systems or network elements, like BB Network, Constraints related to International Bandwidth, BB NOC, NMS etc., shall not be claimed for any compensation whatsoever from BSNL & also shall be duly factored in/taken care while imposing penalty on contractor.

2.3 BSNL reserves the right to black list the contractor for a suitable period in case he/she fails to honor his/her contract/agreement without sufficient grounds.

3. Confidentiality of information

Subject to conditions contained in this Contract/Agreement, the contractor shall take all necessary steps to safeguard the privacy and confidentiality of any information about BSNL

and its subscribers/customers from whom it has acquired such information by virtue of the Service provided and shall use its best endeavors to secure that:

- a) No person acting on behalf of the Contractor or the Contractor himself/herself divulges or uses any such information except as may be necessary in the course of execution of contract of BSNL Services and
- b) No person seeks such information other than is necessary for the purpose of execution of contract of BSNL Services.

Provided, the above para shall not apply where BSNL has consented in writing to such information being divulged or used and such information is divulged or used in accordance with the terms of that consent; or the information is already open to the public.

- a) The Contractor shall take necessary steps to ensure that the Contractor himself / herself and any person(s) acting on its behalf observe confidentiality of customer information.
- b) The Contractor shall, prior to commencement of this agreement, confirm in writing to BSNL that The Contractor has taken all necessary steps to ensure that it and its employees shall observe confidentiality of customer information.
- c) This clause shall survive the termination or expiry of this Agreement.

(D) COMPENSATION FOR DELAY

- 1) The time allowed for carrying out the work as specified in the SLA/Work Order shall be adhered to strictly by the contractor. The Liquidated Damages of 1% of the amount of the Work Order of Development work for every hour that the work remains unfinished after the target period specified in the work order shall be payable by the contractor which will be deducted from the amount payable.
- 2) In case, the compensation payable as above reaches 5% of the value of the work order, the contractor shall proceed with work further only on getting a written instruction from the DE/DGM/GM or his duly authorized officer that he is allowed to proceed further with the work.
- 3) If the DE/DGM/GM or his duly authorized officer is convinced, on the basis of the written report, from the Contractor, and satisfied that, extension or revision is in the interest of the BSNL Chennai Telephones, the Contractor may be allowed to proceed further with the work. The extension / revision is subject to recovery of Liquidated Damages after the target date.
- 4) In case of slow progress of work which has been awarded the BSNL Chennai Telephones interest does not permit extension of time limit the DE/DGM/GM or his duly authorized officer shall have the full right to order that the scope of the work order may be restricted to such fraction of the whole of the work and to award the balance of the work to any other Contractor or to execute the work by other means, as is convenient or expedient to the BSNL Chennai Telephones. The decision of the GM (South) shall be communicated to the Contractor.
- 5) In such an event, no compensation shall be payable by the BSNL Chennai Telephones to the Contractor towards any inconvenience or loss that she/he may be subjected to as a result of such an action by the BSNL Chennai Telephones If the balance / unexecuted work is entrusted to another Contractor or taken by the BSNL Chennai Telephones himself, the amount paid in excess of which would have been paid to the

original contractor had the whole work got done by himself, shall be deducted from any amount due to him by the BSNL Chennai Telephones under this contract or from his Security Deposit.

(E) Important conditions

- 6) The contractor should respond to the call immediately and commence the work within the scope of SLA so as to achieve & maintain the QoS. The nature of work covered by this tender includes Aerial constructions, other type of external cable network, In-building wiring etc., of the network covering all types of cables. No tools will be supplied by the BSNL for maintenance.
- 7) The works of identifying, attending and clearing faults that may occur anywhere in the route as well as the existing FTTH/HSBB Network sites of the South Area zones whenever activities of other agencies are involved within the boundaries of Chennai Telephones, for the purpose of safeguarding and protecting the cables from these activities. However, during contract period, due to administrative reasons or on need basis any divisions may be added or withdrawn from the above mentioned divisions for carrying out the fault attending work.
- 8) The works towards attending and clearance of route faults involves, obtaining permission from Local Authorities such as National/State Highways/, Corporation, Municipality, Railways, Police Department & other Local Bodies, in case of requirements for construction/laying operations.
- 9) Patrolling over the routes to identify the existing cables of the routes and to safeguard and protect them from activities being performed by other External U/G Agencies in the routes so as to prevent occurrence of further faults in the routes during the course of activities of such agencies.
- 10) Wherever the faults could not be attended immediately due to prevailing local conditions, flood, heavy rains, water stagnation etc., the faults shall be attended temporarily by erecting post and construction/laying of cable aerially over the erected post / existing supports thereby avoiding isolation of installations and connections.
- 11) Temporary restoration of cable /systems will be decided by SDE / JTO in-charge of route. Also the work shall be carried-out with the concurrence of DE/ DGM of the area concerned. Restoration of the FTTH/HSBB Network by overhead construction/laying of cable is only temporary arrangement and the fault shall be attended permanently by proper construction method afterwards.
- 12) Necessary arrangement for watchman and security should be arranged by the contractor whenever required. Necessary arrangement for watch and ward should be provided in case faults are carried over.
- 13) BSNL reserves the right to terminate the agreement at any time due to change in its own license conditions or upon directions from the DOT/Government of India. In such a situation, BSNL shall not be responsible for any damage or loss caused or arisen out of aforesaid action.
- 14) All services over the FTTH/HSBB cable network laid by contractor under this contract shall be offered by BSNL in the brand name of BSNL and accordingly BSNL shall raise the invoices for services availed by customers. The Contractor shall not charge the Subscriber/customer directly for any service being delivered by BSNL over the FTTH/HSBB network under this contract.

- 15)** The Customer Acquisition Form (CAF) will be owned by BSNL. The contractor can acquire customer but it will be in the name of BSNL only and CAF will be submitted to BSNL before activation of new connection.
- 16)** For the purpose of Advice Note/lead for new connection provisioning, plan change/customer plan modification and for fault booking/clearance/restoration etc., BSNL in-house CDR / IT system access (view only) shall be given to contractor. To carry out formalities for customer acquisition, assisting customers in filling up of CAF and subscription of BSNL services by residents in a pro- active manner, and to carryout required co-ordination with BSNL commercial/booking officers for completion of commercial formalities shall be done by the contractor. No services from other Telecom Operator/Service Provider/Aggregator shall be extended to BSNL customer over the BSNL infrastructure/cable network by the contractor.

SECTION – VI-‘A’

BID FORM

TENDER No. DE(NGL)/Aerial/2017-18/1

dated 31/10/2017

To

GENERAL MANAGER (NWO- S),
40 E CIPET ROAD, TVK INDUSTRIAL ESTATE
GUINDY, CHENNAI – 32.
BSNL-CHENNAI TELEPHONES,

Dear Sir / Madam,

Having examined the conditions of contract and specifications including addenda No. the receipt of which is hereby duly acknowledged, we, undersigned, offer to execute the work of Aerial Cable Construction & Maintenance for FTTH/HSBB Network including customer end provisioning in Divisions of STM Zone of South Area of BSNL Chennai Telephones, in conformity with instructions issued by BSNL-CHENNAI TELEPHONES South Area, on award of contract and specifications of Area ADDL.GM/DGMs/AGM/DEs/SDEs.

We undertake, if our Bid is accepted, to execute the work in accordance with specifications, time limits & terms and conditions stipulated in the tender document and instructions from time to time during the execution of work.

If our Bid is accepted, we shall submit the securities as per the conditions mentioned in the contract.

We agree to abide by this Bid for a period of 150 days from the date fixed for Bid opening (Technical Bid) and it shall remain binding upon us and may be accepted at any time before the expiry of that period.

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

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

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

Dated thisday of2017

Signature of Authorized Signatory.....

In capacity of

Duly authorized to sign the bid for and on behalf of

Witness

Address

Signature

SECTION – VI-‘B’

BID SECURITY FORM

TENDER No. DE(NGL)/Aerial/2017-18/1

dated 31/10/2017

Whereas (hereinafter called "the Bidder") has submitted its bid dated..... to execute the work of Aerial Cable Construction & Maintenance for FTTH/HSBB Network including customer end provisioning in Divisions of STM Zone of South Area of BSNL Chennai Telephones, vide TENDER No. DE(NGL)/Aerial/2017-18/1 dated 31/10/2017. KNOW ALL MEN by these presents that WE OF having our registered office at(hereinafter called "the Bank") are bound unto Bharat Sanchar Nigam Limited (hereinafter called "the Purchaser") in the sum of Rs..... for which payment will and truly to be made of the said Purchaser, the Bank binds itself, its successors and assigns by these present.

THE CONDITIONS of the obligation are :

1. If the Bidder withdraws his bid during the period of bid validity specified by the Bidder on the Bid form or
2. If the Bidder, having been notified of the acceptance of his bid by the Purchaser during the period of bid validity
 - (a) fails or refuses to execute the Contract, if required; or
 - (b) fails or refuses to furnish the Performance Security, in accordance with the instructions to Bidders.

We undertake to pay to the Purchaser up to the above amount upon receipt of its first written demand, without the purchaser having to substantiate its demand, provided that in its demand, the purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions. This guarantee will remain in force as specified in Clauses 7, 8, 10 and 24.2 of Section II of the Bid Document upto and including THIRTY (30) days after the Period of bid validity and any demand in respect thereof should reach the Bank not later than the specified date/dates.

Signature of the Bank Authority.

Name
Signed in Capacity of

Name & Signature of witness Full address of Branch

Address of witness Tel No. of Branch

Fax No. of Branch

SECTION VII

AGREEMENT

TENDER No. DE(NGL/Aerial/2017-18 /1

dated 31/10/2017

The successful tenderer shall have to execute the following agreement;

This agreement made on this day of **month**.....
(Year)..... between M/s. hereinafter called "The Contractor" (which expression shall unless excluded by or repugnant to the context, include its successors, heir, executors, administrative representative and assignee) of the one part & BSNL-CHENNAI TELEPHONES hereinafter referred to as BSNL, of other part.

Whereas the contractor has offered to enter into contract with the said BSNL for the work of Aerial Cable Construction & Maintenance for FTTH/HSBB Network including customer end provisioning in Divisions of STM Zone of South Area of BSNL Chennai Telephones on the terms and conditions herein contained and the rates approved by the BSNL-CHENNAI TELEPHONES (copy of Rates annexed) have been duly accepted and where as the necessary security deposits have been furnished in accordance with the provisions of the tender document and whereas no interest will be claimed on the security deposits.

Now these presents witness and it is hereby agreed and declared by and between the parties to these presents as follows:

- 1) The Contractor shall, during the period of this contract that is to say from to Or completion of work for Rs..... (In words)..... Whichever is earlier or until this contract shall be determined by such notice as is hereinafter mentioned, safely carry out, by means of labours employed at his own expenses and by means of tools, implements and equipment etc. to be supplied by him to his labour at his own expenses, work of Aerial Cable Construction & Maintenance for FTTH/HSBB Network including customer end provisioning in Divisions of STM Zone of South Area of BSNL Chennai Telephones, as described in tender documents (annexed to the agreement), when BSNL or Area Sr.GM/GM/ADDL.GM/DGM/AGM/DE or any other persons authorized by BSNL-CHENNAI TELEPHONES in that behalf require. It is understood by the contractor that the quantity of work mentioned on the schedule is likely to change as per actual requirements as demanded by exigencies of service.
- 2) The NIT (notice inviting tender), Bid documents (technical and Financial), letter of intent, approved rates, annexed hereto and such other additional particulars, instructions, drawings, work orders as may be found requisite to be given during execution of the work shall be deemed and taken to be an integral part of the contract and shall also be deemed to be included in the expression "The Agreement" or "The Contract" wherever herein used.
- 3) The contractor shall also supply the requisite number of workmen with means & materials as well as tools, appliances, machines, implements, vehicles for transportation,

cartage etc. required for the proper execution of works within the time prescribed in the work orders.

- 4) The contractor hereby declares that nobody connected with or in the employment of the BSNL is not /shall not ever be admitted as partner in the contract.
- 5) The contractor shall abide by the terms and conditions, rules, guidelines, construction practices, safety precautions, Labour Laws, Minimum Wages etc. stipulated in the tender document including any correspondence between the contractor and BSNL having bearing on execution of work and payments of work to be done under the contract.

In witness whereof the parties presents have here in to set their respective hands and seals the day and year in _____

Above written:

Signed sealed & Delivered by
the above named Contractor in
the presence of.

Witness:

- 1.
- 2.

Signed & Delivered on behalf
of Sr.GM/GM(S) BSNL Chennai Telephones

Witness:

- 1.
- 2.

SECTION VIII

UNDERTAKING & DECLARATION

(A) - For understanding the terms & condition of Tender & Spec. of work.

a) Certified that:

- 1 I/ We have read, understood and agree with all the terms and conditions, specifications included in the tender documents & offer to execute the work at the rates quoted by us in the tender form.
- 2 If I/ We fail to enter into the agreement & commence the work in time, the EMD/ SD deposited by us will stand forfeited to the BSNL.

b) The tenderer hereby covenants and declares that:

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

Date:
Signature of Tenderer

Place:
Name of Tenderer
Along with date & Seal

(B) – NEAR-RELATIONSHIP CERTIFICATE:

Tender.No :

Due to open on :

To
The General Manager (NWO-South)
BSNL Chennai Telephones
40E,CIPET Road,Thiru-Vi-Ka Industrial Estate ,
Guindy,Chennai-600032.

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

Dated this..... Day of.....

.....
Signature of the tenderer
With date and seal

.....
(Name in Block Letters of the SIGNATORY)
In the Capacity of

Note:

In the case of proprietorship Firm, Certificate will be given by the proprietor. For partnership firm the certificate will be given by all the partners and in case of Limited Company by all the Directors of the Company. "Government of India / Financial Institution Nominees and Independent Non official directors appointed by Government of India or the Governor of the state are excluded from the purview of submission of Certificate"

(C) – DECLARATION REGARDING NEVER DEBARRED/BLACKLISTED

I _____ Son of / Wife of Shri.
_____ and Proprietor / Director / Partner of M/S
_____ do hereby solemnly affirm

1. That I am the sole Prop//Partner/director of M/s

2. That I state & declared that the above firm m/s _____

has been never ever been debarred and / or blacklisted by any department of Central Govt. / State Govt. / PSU. / Public bodies / Municipalities.

In case the above declaration is found to be incorrect or wrong, the contract if awarded to the firm shall be terminated immediately and the firm shall be liable to blacklisted / debarred for future works / contract with BSNL / DOT. Any such action shall however be without prejudice to BSNL's right under the law.

Signature of the Prop/Partner/Director

(Shri./Smt./Miss _____)

Note: The signatory should not affect any variation in the text of declaration. Declaration in any other form shall not be acceptable and render the bidder for penal action as decided By BSNL.

(D) – UNDERTAKING

- (1) Have you obtained Labour Licence ? Yes/No
- (i) If Yes, give licence N. and enclose a copy
- (ii) If No, do you agree to get the licence as soon as the contract is agreed ?
- (2) Are you employing child labour ? Yes/No
- (3) Are ensuring payment of Minimum wages to the work Force ? Yes/No
- (4) Are you paying EPF & ESI contribution to your employees regularly ? Yes/No
- (i) If Yes, registration particulars under EPF & ESI may be furnished and enclose a copy.
- (ii) If No, are you exempted from EPF & ESI as per provision of the EPF & ESI Act ?
- (iii) Do you agree to pay the EPF & ESI contribution regularly ?
- (5) Are you ensuring to pay bonus to the work Force Yes/No

I/We declare the above information is correct and I/We undertake to abide by all labour laws in force.

Date :

Signature of Authorized Signatory.....

In capacity of

Duly authorized to sign the bid for and on behalf of

SECTION – IX

PERFORMANCE SECURITY GUARANTEE BOND

TENDER No. DE(NGL)/Aerial/2017-181

dated 31/10/2017

In consideration of CGM BSNL, Chennai Telephones (hereinafter called 'BSNL, Chennai Telephones') having agreed to exempt _____ (hereinafter called 'the said contractor(s)') from the demand under the terms and conditions of an agreement/ Advance Work Order No. _____ dated _____ made between _____ and _____ for Aerial Cable Construction & Maintenance for FTTH/HSBB Network including customer end provisioning in Divisions of STM Zone of South Area of BSNL Chennai Telephones vide Tender No. DE(NGL)/Aerial/2017-18/1 dated 31/10/2017 ('hereinafter called 'the said agreement'), of security deposit for the due fulfillment by the said contractor(s) of the terms and conditions contained in the said agreement, on production of the bank guarantee for _____ we, (name of the bank) _____ (hereinafter refer to as "the bank") at the request of _____ (contractor(s)) do hereby undertake to pay to the BSNL, Chennai Telephones, an amount not exceeding _____ against any loss or damage caused to or suffered or would be caused to or suffered by BSNL, Chennai Telephones, by reason of any breach by the said contractor(s) of any of the terms and conditions contained in the said Agreement.

2. We (name of the bank) _____ do hereby undertake to pay amounts due and payable under this guarantee without any demur, merely on a demand from BSNL, Chennai Telephones, by reason of breach by the said contractor(s) of any of the terms or conditions contained in the said Agreement or by reason of the contractor(s) failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where the decision of BSNL, Chennai Telephones, in these counts shall be final and binding on the Bank. However, our liability under this guarantee shall be restricted to an amount not exceeding _____.

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

4. We (name of the bank) _____ further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the BSNL, Chennai Telephones, under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till _____ (office /department) BSNL, Chennai Telephones, certifies that the terms and conditions of the said agreement have been fully or properly carried out by the said contractor(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing or before the expiry of TWO YEARS AND SIX MONTHS from the date hereof, we shall be discharged from all liabilities under this guarantee thereof.

5. We (name of the bank) _____ further agree with the BSNL, Chennai Telephones, that the BSNL, Chennai Telephones, shall have the fullest liberty without our consent and without affecting any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend the time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the BSNL, Chennai Telephones, against the said contractor(s) or to forebear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reasons or any such variations or extension being granted to the said contractor(s) or for the any forbearance, act or omission on the part of the BSNL, Chennai Telephones, or any indulgence by the BSNL, Chennai Telephones, to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. The Guarantee will not be discharged due to the change in the constitution of the bank or the contractor(s)/ supplier(s) .

7. We (name of the bank) _____ lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the BSNL, Chennai Telephones, in writing.

Dated the _____ day of _____

for

(indicate the name of the bank)

SECTION – X
Bidder's profile & Questionnaire.

Tenderer / Bidder's Profile & Questionnaire
(To be filled in and submitted by the bidder)

1 General:

1.1 Name of the Tenderer / Firm

1.2 Name of the person submitting the tender whose Photograph is affixed .Shri/Smt

Photo to be affixed here

- (i) Passport size Photograph of the tenderer / authorized Signatory holding Power of Attorney(who is signing this bid) **duly self attested** should be affixed in the appropriate box
- (ii) In case of Sole Proprietorship the bidder himself/herself should sign the tender. Power of attorney is required in case where bidder himself/herself has not submitted the bid but done through Power of Attorney holder
- (iii) In case of Partnership firms, the tender has to be signed by all Partners or power of attorney holder.
- (iv) In case of limited company Director /Officer authorized by Company or Power of attorney holder on behalf of company should sign.

1.3 *Address of the Tenderer /Firm*

1.4 Local Chennai Address.....

1.5 Tel. No. (With STD Code) (O)(Fax)..... . (R).....

1.6 Registration & incorporation particulars of the firm/Company to be submitted are:

- i. Proprietorship – Copy of affidavit stating that he is the sole proprietor of the firm and is accountable to all tax liabilities of the said firm , on a non- judicial stamp paper of appropriate value as prevailing in the respective states(s), attested by a Notary public or registered before Sub- Registrar of the states(s) concerned.
- ii. Partnership – Self attested copy of the registration of the firm issued by Registrar of Firms and copy of partnership deed.
- iii. Limited company - Self attested copy of Memorandum & Articles of Association and certificate of incorporation.

1.7 *Name of Proprietor/Partners/Directors*.....

1.8 Tenderer's bank details:

- i) Address
- i) Current Account No.
- ii) Bank IFSC Code
- iii) MICR code for NEFT/RTGS payment.

1.9 Infrastructural capabilities:

- a. Capacity of aerial construction per day (in metres).....

- b. Capacity of pipe laying per day (in meters).....
- C. Capacity of pulling cable through duct /pipe per day (in meters).....
- d. Capacity of engaging mazdoors per day
- e. Particulars of vehicles available with the tenderer

Sl.No.	Type of Vehicle	Registration No.
1		
2		
3		

- f. Particulars of other machines possessed by the contractor which can help in aerial construction, cable laying and cable pulling .splicing .

- 1
.....
- 2
.....
- 3
.....

1.10 Details of Technical and Supervisory Staff:

Sl.No.	Name	Qualification	Designation	Remarks
1				
2				
3				
4				

1.11 Details of GST.

- 1. Trade Index Number
- 2. PAN Number
- 3. GST Registration Certificate

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

Place:

Date:

Signature of Tenderer/Authorised Signatory

Name of the Tenderer.....

Seal of the Tenderer

Questionnaire

1. Do you think any other detail/ material is required to complete the work specified in the specification? Yes/ No.

1.1 If Yes, Give details

.....
.....

2. Do you think any other item of work need be included in tender form to complete the work specified in the specification? Yes/ No.

2.1 If Yes, Give details

.....
.....

3. Suggestion for improvement of the tender document.

.....
.....
.....

Place.....

Signature of contractor

Date Name of Contractor

NOTE: 1. Any clarification on this tender document with respect to above points may be addressed to the tendering authority within 10 days from the date of NIT and the same will be clarified Within 3 days of receipt of the same.

2. Any request for clarification received after 10 days will not be entertained.

SECTION XI

LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

TENDER No. DE(NGL)/Aerial/2017-18/1 dated 31/10/2017

To

Subject: Authorisation for attending bid opening on 15/11/2017 of the tender of
Tender No. DE(NGL)/Aerial/2017-18/1 dated 31/10/2017

Following person is hereby authorized to attend the bid opening for the tender mentioned
above on behalf of

(Bidder) in order of preference again below.

Name

Specimen Signatures

Alternate
Representative

Name of the Contractor:
bidder

Signatures of

Enlistment Details:

Or

Complete Postal Address
bid

Authorized person to sign the

Phone No./Fax No.
bidder

Documents on behalf of the

- No. 1. Only one representative will be permitted to attend bid opening. Alternate representative will be permitted when regular representatives are not able to attend.
2. Permission for entry to the hall where bids are opened may be refused in case authorization as prescribed above is not received/presented.

SECTION: XII

LIST OF THE DOCUMENTS TO BE SUBMITTED ALONG WITH TECHNICAL BID

The tenderer will have to submit the following documents/deposits with the Technical Bid. Any bid not accompanied by documents/deposits mentioned below :

The bidder shall furnish the following documents, as part of his bid documents establishing the bidder's eligibility,

Bid Submissions (Technical Bid envelope and Financial Bid/Price Bid envelope) :

A. Technical Bid envelope

(i) Submission of Mandatory documents:

- (a) Tender document(s), in original, duly filled in and signed (**ink other than black**) in all pages by tenderer or his authorized representative along with seal on each page. All corrections and overwriting must be initialed with date by the tenderer or his authorized representative.
- (b) DD/Cheque -Bid Security.
- (c) DD/Cheque –Tender document fee.
- (d) Document proof of having One year of experience in OFC/Cable TV Network UG or aerial constructions/operations for any franchise/service provider. The bidder shall compulsorily submit the duly attested Work Order/Award Letter/copy of Authorised Dealership or Franchise

(ii) Submission of Eligibility documents (Documents shall be duly self attested/attested):

- (a) Copy of The Registration of the Firm, Authenticated copy of Partnership Deed in cases of Partnership Firm.
- (b) Duly filled in Bid form, duly filed in, as per Section VI
- (c) Duly signed “Declaration under signature of the tenderer that no addition / deletion / corrections have been made in the downloaded Tender document being submitted and it is identical to the Tender document appearing on BSNL Portal” if downloaded and submitted.
- (d) Duly filled in Tenderer's profile, duly filled in, as per Section V of the Tender Document.
- (e) Copy of Original “Power of Attorney” in case a person other than the Tenderer has signed the Tender Document.
- (f) Duly filled in “No near relative certificate from all partners”.
- (g) Duly filled in – “Declaration regarding not blacklisting/ not debarring from taking part in Govt. Tender by any BSNL unit”.
- (h) Copy of GST Registration certificate
- (i) Copy of EPF Registration Certificate.
- (j) Copy of ESI Registration Certificate.
- (k) Copy of Labour licence.
- (l) Copy of last year Income Tax return and copy of Pan Card

Financial Bid

SECTION: XIII

To
GM SOUTH,
BSNL-CHENNAI TELEPHONES

Sub. : Our Financial Bid for Aerial Cable Construction & Maintenance for FTTH/HSBB Network including customer end provisioning in Divisions of STM zone of South area

Ref. : TENDER No. DE(NGL/Aerial/2017-18/1 dated 31/10/2017

Dear Sir,

Having examined the tender documents, terms and conditions stipulated therein, specifications of work etc., and **paid EMD**, we, the undersigned, offer to execute the Aerial Cable Construction & Maintenance for FTTH/HSBB Network including customer end provisioning in Divisions of STM Zone of South Area, in conformity with the said specifications and conditions of contract at the percentage (at par/above) on standard schedule rates quoted as under ;

Financial Bid

w.r.to Basic Rate at Section XIV	Quotation
AT PAR	In words
OR	
ABOVE	In figures%
	In words Per cent

GST EXTRA AT THE GOVT.PREVAILING RATES WHEREVER APPLICABLE

If our Bid is accepted, we shall submit the securities as per the conditions mentioned in the contract.

We agree to abide by this Bid for a period of 150 days from the date opening of financial bid and it shall remain binding upon us and may be accepted at any time before the expiry of that period.

Dated/...../.....

**NOT FOR SUBMISSION
DO NOT INCLUDE IN FINANCIAL BID**

SECTION: XIV

Basic Rate for items of work involved for Provision of FTTH/HSBB connections in South Area

Sl.	Description	Unit	Basic Rate (in Rs.)
1	OF Cable Termination (from OLT/DSLAM/Txm Room to Fibre Termination Box-FTB)	Per Job	600.00
2	Fixing of Fiber Termination Box-FTB in RSU/Customer premises	Per Job	400.00
3	Upto 24 Fiber cable -Overhead Aerial OF cable construction (includes Route Survey, transportation of stores, coiling/uncoiling, tying, without stay wire/binding wire, BSNL emblem tag & bobbin fixing, Supervision of laying etc.,)	metre	25.00
4	Upto 24 Fibre cable -Overhead Aerial OF cable construction (includes Route Survey, transportation of stores, coiling/uncoiling, tying, with staywire/binding wire, BSNL emblem tag & bobbin fixing, Supervision of laying etc.,)	metre	30.00
5	Post Erection including sign writing (including stay for pole)	Per Job	1100.00
6	Splicing per fibre (OF cable jointing) in aerial construction route with tiffin box/joint closure.	each	275.00
7	Splitter installation at Apartments/Customer premises	Per Job	200.00
8	Power supply (5 A Socket with Switch) arrangement for FOS-Fibre Optic Switch	Per Job	700.00
9	Drop fibre/Cat 5/6 - Aerial construction		
(a)	Runway/Shaft/Duct etc.	metre	15.00
(b)	Open laying	metre	8.00
(c)	Laying with conduit pipe	metre	40.00
(d)	Laying in concealed pipe	metre	22.00
10	Installation, Connectorisation, and configuration at Customer Premises		
(a)	Connectorisation at customer premises	Per Job	100.00
(b)	Installation of terminal at Customer end	Per Job	105.00
(c)	Configuration of terminal and wi-fi router	Per Job	150.00
11	Annual Charges for maintenance of Cable & its Network and in-building wiring inclusive of customer end installation ONT/CPE (Customer Premise Equipment) without cost of cable & material (from OLT/DSLAM @ Exchange/RSU to ONT/CPE @ Customer premises)	Metre/ p.a.	30.00

Please Note: Quote the rate only in Financial Bid Form at Section :XIII Page No.69 only.

SECTION -XV
(ANNEXURE-A)

Procedure for issue / return of materials to the contractor

1. General

The materials shall be issued to the contractors solely for the bonafide requirements of Aerial Cable Construction & Maintenance for FTTH/HSBB Network including customer end provisioning in Divisions of STM Zone of South area Chennai Telephones required to be executed against the work order. The Sub Divisional Engineer shall maintain numerical account of stores in form ACE-8 so as to ensure that the aggregate of the quantities of any or all materials issued to a contractor, from time to time, for use on a work remains within the estimated requirement of the work.

2. All the stores/materials supplied to the contractor or procured by the contractor with the assistance of the BSNL Chennai Telephones shall remain the absolute property of the BSNL Chennai Telephones and the contractor shall be the trustee of the stores/materials and the said stores/materials shall not be removed/disposed off from the site of work on any account and shall be at all times open to inspection by the engineer-in-charge. Any such stores/materials remaining unused shall be returned to the engineer-in-charge at a place directed by him. If it is decided not to take back the stores/materials, the contractor shall have no claim for compensation on any account of such stores/materials, so supplied by him as aforesaid not used by him or for any wastage or damage to such stores/materials.
3. The materials shall be issued for works against a work order. Account of stores shall also be maintained for each work order. On completion of work against the work order i.e. after completion of all measurements, the theoretical consumption of materials shall be worked out for carrying out the work as per specifications & standards.
4. At the close of work, the contractor shall declare the unused stock of materials issued to him from DSD/DIVISION/SUB-DIVISIONAL Stores Chennai Telephones for use on the work. The engineer-in-charge may ask the contractor to return the store or re-issue the material on work against any other work order issued to the contractor.
5. The difference in quantity of materials actually issued to the contractor against the work order and theoretical consumption of materials shall be worked out in the measurement book (Of bill), if not returned by the contractor. The cost of difference in quantity of materials shall be worked out at the prevailing standard rates and recovery shall be made at 1.5 times of the prevailing standard rates without prejudice to the provisions of the relevant conditions regarding return of materials governing the contract. This is to discourage the contractor from doing bad work and consuming the stores on removal of defects or re-doing the bad work. Recovery shall be made for the overall excess including use of materials for removal of defects at penal rate.
6. Whenever any material brought by the contractor to the site of work is rejected, entry thereof should invariably be made in the site work order book under the signature of SDE in-charge of work.

7. **Procedure for issue and return of stores:-**

The materials shall be issued to the contractor from the stores location of which shall be mentioned in the schedule of rates. No separate charges for loading, transportation and unloading shall be paid. This cost of logistics shall be inbuilt in the schedule of rates for an average lead from district store depot to different work sites within Chennai Telephones. The cost on this account shall be loaded on to the rates of respective items. For example cost of transportation and handling of cables shall be subsumed in the schedule rates of Aerial Cable construction/cable laying.

8. Contractor shall submit requisition for issue of stores on form (Section XV Annexure A 1) to the engineer-in-charge who shall in turn verify the requirement of stores vis-à-vis theoretical requirements and already issued materials to the contractor against the work. The engineer-in-charge shall authorize the contractor or his authorized representative to collect the stores from the store godown. **Issue of materials to the contractor shall remain within the value of material security furnished by the contractor. The SDE in-charge, before authorizing issue of materials to the contractor, shall ensure substantial utilization of earlier issued stores. If due to any reason more stores has to be issued to the contractor, then the Performance security will be suitably enhanced In this regard the decision of the Sr.GM/GM /ADDL.GM/DGM of concerned Area shall be final and binding.**
9. If the requirement of materials exceeds the theoretical requirement and in the opinion of engineer-in-charge, the same is within reasonable limits and required for execution of work, the same shall be issued.
10. After completion of work against the work order, the contractor shall submit a list of surplus materials to the engineer-in-charge who shall decide whether the same need to be returned to the stores of the department or be issued against any other work-order. The engineer-in-charge or his representative, before receiving, shall physically inspect the surplus materials.
- The materials shall be returned to the stores by furnishing the details in form, so that distinction is clearly visible for receipt of stores and return of excess stores by the contractor.
 - If the surplus materials are to be re-issued, the engineer-in-charge shall obtain requisition slip from the contractor for issue of such materials and complete the records of store accounts of his office showing the materials having been issued to the contractor. Copy of issue slip shall be sent to the Stores in-charge from where the stores were collected at the first instance. The formalities for transfer of stores from one estimate to another, as prescribed by the BSNL Chennai Telephones shall be followed.

SECTION -XV
Annexure-A 1
Form No. DTS/UGCC/013

Material Requisition Slip (In Triplicate)

From M/s _____ No. _____
To _____ Dated _____
Work Order No. _____ Estimate No. _____

Kindly issue the following stores for _____ works.

Sl .N .	Item	To be filled-in by the contractor					To be filled in by the store in-charge	
		Quantity in work order	Quantity received against the work order till date	Quantity balance unutilized available with contractor	Quantity required now	Quantity approved by SDE work in-charge	Quantity issued	ACE-8 Page/ Sl.No.
		Size	Length/ Number					

Place _____
Date _____

Signature
Name of the authorized
Personnel Seal of the firm

The above store may be issued
Signature of the SDE
In-charge of the work _____
With seal

Store issued
Signature of the store
In-charge with seal _____

Stores received as above
Signature of the authorized
Personnel with seal of the firm _____

Copy to: SDE In-Charge of the works.

Note:

1. In-charge of works may confirm before approval of stores the return of earlier issue slip.
2. The contractor shall get serially numbered store slip 1+3 printed and shall always submit request for store in this proforma.
3. The contractor shall submit all the three copies to SDE in-charge of the work. After approving the quantity of store as above all the copies shall be given to SDE(Stores) by the contractor for issue of stores.
4. After issuing of stores SDE(Stores) shall keep first copy, shall send second copy to SDE(In-charge-of works) and third copy to be returned to the contractor.

SECTION -XV
Annexure-A 2
Form No. DTS/UGCC/014
Material Return Slip(In-triplicate)

No. _____

Dated. _____

From.: M/S. _____

Work Order No. _____

Estimate No. _____

Sir,

Following materials may kindly be taken back to stores issued against _____ works.

To be filled-in by the contractor					Quantity allowed to deposit SDE work-in charge (ON good quality)	To be filled in by the store in-charge	
Sl. No	Item	Quantity in work order		Quantity received against the work order till date		Quantity balance unutilized available with contractor	Quantity received back
		Size	Length/ Number				

Place _____

Signature _____

Date _____

Personnel _____

Name of the authorized

Seal of the firm

The above store may be taken to stock

Store received

Signature of the SDE
In-charge of the work with seal

Signature of the store-in charge
with seal

Stores deposited as above

Signature of the authorized personnel
with seal of the firm

Copy to: SDE in-charge of the works.

SECTION -XV
Annexure-B
Form NO. DTS/UGCC/ 006
Site Order Book

Work Order No. _____

Name of the Contractor _____

Name of the work _____

Date of commencement of work _____

Period of completion _____

Sl.No.	Remarks of the inspecting Officer or Contractor	Action taken & By whom	Remarks

SECTION -XV

Annexure-C 1

Form No. DTS/UGCC/025

Part-A

APPLICATION FOR EXTENSION OF TIME

(To be filled in by the contractor)

1. Name of the Contractor _____
2. Agreement No. _____
3. Work Order No. _____
4. Date of commencement of work _____
5. Date of completion of work _____
6. Period for which E.O.T. have been given earlier _____

Sl. No.	Extension No.	Letter No. and date	Period of extension	Whether E.O.T was granted with L.D. or without L.D.
1.	First			
2.	Second			

7. Total extensions previously given (Copies of previous letters of grant of E.O.T.(s), shall be enclosed) _____
8. Period for which extension is applied for _____

Hindrance on account of which extension is applied for with details:

Sl. No.	Nature of Hindrance	Date of occurrence of hindrance	Period for which it is likely to last	Period for which extension required for this particular hindrance	Overlapping period, if any with reference to item	Net extension applied for	Remarks if any

Submitted to (Engineer-in-charge through site Engineer)

Signature of the Contractor

Date

For Office use only

Date of receipt	Inward serial number	Signature of receiving official with date

The scrutiny of details submitted by the contractors has been done and the report is mentioned hereunder

Signature of Site Engineer

Date

SECTION -XV
Annexure-C 2
Form No. DTS/UGCC026
PART-B

APPLICATION FOR EXTENSION OF TIME
 (To be filled in by the Engineer-in-charge of work)

1. Date of receipt of Application for extension time : _____
2. Name of the Contractor _____
3. Work order No. _____
4. Estimated amount of work ordered against the work order _____
5. Date of commencement of work _____
6. Due date of completion of work _____
7. Period for which extension is applied for _____

8. Hindrance on account of which extension is applied with details:

Sl. No.	Nature of Hindrance	Date of occurrence of hindrance	Period for which it is likely to last	Period for which extension required for this particular hindrance	Overlap period if any, with reference to item	Net extension applied for	Extension recommended

9. Submitted to competent authority for consideration

Signature of Engineer
Date

SECTION -XV
Annexure-D
Form No. DTS/UGCC/027

HINDRANCE REGISTER
(FRONT PAGE)

Sl.No.	
--------	--

1. Name of the exchange _____
2. Name of the work _____
3. Name of the contractor _____
4. Agreement No. _____
5. Work order No. & date _____
6. Date of Commencement of work _____
7. Due date of Completion of work _____
8. Actual date of completion _____
9. Engineer-in-charge of work _____
10. Site Engineer _____

(FORMAT FOR INSIDE PAGES)

Sl. No.	Nature of Hindrance	Date of occurrence of hindrance	Date of removal	Overlapping if any	Total Hindrance	Signature of site Engineer	Signature of Engineer-in-charge	Remarks of Officer/ Contractor

SECTION -XV
ANNEXURE-E

CHECK LIST

The check list should be filled up and enclosed with the Tender document

SL. No.	ITEMS	Whether available Yes/No	Remarks
1	BID security details		
2	DD or bankers cheque for Rs 525/-for the tender fee amount		
3	Chennai Office details		
4	Duly Signed copy of Tender Documents, Corrigendums, and Addendums.		
5	Authorization to sign Bid document		
6	Proprietary Deed/ Partnership deed/ MOA		
7	Power of attorney in case of Partnership Company.		
8	Document proof of past performance/experience		
9	Bid form		
10	No near relative certificate		
11	Proof of financial health of bidder		
12	IT Returns copy		
13	Authorization letter for attending BID opening		
14	Profile of bidder & Questionnaire		
15	Vendor master form		
16	Declaration for no addition / deletion / correction done in Tender document		
17	GST Regn copy		
18	PAN Card copy		
19	EPF Regn copy		
20	ESI Regn copy		
21	Labour Licence copy		
22	Price Bid /Financial Bid		

SECTION -XV
ANNEXURE-F

Tentative length of OFC and Other Cables for
Maintenance

AREA	NO.OF CONNS	TYPE	LEADING IN OFC LAYING IN Mtrs	INTERNAL WIRING TOTAL LENGTH IN Mtrs	
				OPEN	CONCEALED / CONDUIT
DGM (SW)	210	ROW HOUSES & GATED COMMUNITY	26775	8133	4845

End of Tender Document