



**BHARAT SANCHAR NIGAM LIMITED
(A Government of India Enterprise)
CHENNAI TELEPHONES**

E-Tender Document

For

**Aerial Optical Fibre Cable Construction for Provision & Maintenance OF FTTH
connections in PGM South Business Area CHTD**

Tender No: PGM SBA CHTD /Aerial OFC Construction /FTTH/ 2019-20 Dated 20.04.2019

O/o Principal General Manager

**NWO-CFA SOUTH,
No: 40E, CIPET ROAD, T.V.K. Industrial Estate,
Guindy, Chennai-600 032**

(Visit us at www.chennai.bsnl.co.in)

SECTION-1
BHARAT SANCHAR NIGAM LIMITED
(A Government of India Enterprise)
O/o Principal General Manager (NWO CFA South), Chennai Telephones,
40-E, Cipet Road, TVK Industrial Estate, Guindy, Chennai – 600032.

Assistant General Manager(DLC SOUTH)
O/o Principal General Manager, NWO-CFA South,
No: 40E, CIPET ROAD, T.V.K. Industrial Estate,
Guindy, Chennai – 600 032.

Sub: - E-Tender documents for Aerial Optical Fibre Cable construction for provision & Maintenance of FTTH connections in South BA, Chennai Telephones.

Tender No.: PGM SBA CHTD /Aerial OFC Construction /FTTH/ 2019-20 Dated 20.04.2019
Please find enclosed the tender document in respect of above mentioned tender which contains the following.

TABLE OF CONTENTS

Section No	Item	Page No
1 Part A	Detailed NIT	3
2	Tender Information	6
3 Part A	Scope of work	8
3 Part B	Technical Specifications/ Requirements	9
3 Part C	Schedule of Rates (SOR) Annexure-1 &Annexure-2	11
4 Part A	General Instructions to Bidders(GIB)	13
4 Part B	Special Instructions to Bidders(SIB)	25
4 Part C	E-tendering Instructions to Bidders	28
5 Part A	General (Commercial) Conditions of Contract (GCC)	34
6A	Under taking and Declaration	54
6B	Near Relationship Certificate	55
7A	Proforma-BID security/EMD Guarantee	56
7B	Proforma-Performance Guarantee	58
7C	Letter of Authorization	60
7D	Vendor Master Form	61
7E	Agreement	64
7F	Certificate	66
8A	Bidders Profile	67
9A	Bid Form	69
9	Price Schedule/ Finance BID	70
	Appendix 1	71
	Appendix 2 (Check List)	80

If interested, kindly submit your bid offers online on or before date & time specified in Clause 6 of detailed NIT.

AGM DLC SOUTH
Phone:044-2241 3030

SECTION – 1 Part A
Detailed NOTICE INVITING E-TENDER (DNIT)
BHARAT SANCHAR NIGAM LIMITED
(A Government of India Enterprise)
O/o Principal General Manager (NWO CFA South), Chennai Telephones,
40-E, Cipet Road, TVK Industrial Estate, Guindy, Chennai – 600032.

NIT No.PGM SBA CHTD /Aerial OFC Construction /FTTH/ 2019-20/1 Dt 20-04-2019

E-Tenders are invited by for and on behalf of Principal General Manager (NWO CFA South), BSNL, Chennai Telephones for undertaking Aerial Optical Fibre Cable Construction for Provision & Maintenance of existing FTTH connections in South Business Area, CHTD

1. **Scope and Jurisdiction of Work:** The scope and particulars of work put to tender are given in the Table below-

SI No .	Zone	Quantity	EMD/Bid Security Amount in Rs.	Estimated cost Amount in Rs.	Price of Bid Document (in Rs)
1	FTTH O&M Areas of PGM South	Mtce of Existing Lines -910 Provision of New Lines- 920	83,549/-	41,77,450/-	590/- (Inclusive of GST 18%)

Note 1. The quantity stated above is estimated and BSNL reserves the right to vary the quantity to the extent of -25 % to +25 % of specified quantity at the time of award of the contract i.e. APO without any change in unit price or other terms & conditions.

Note 2. Purchase of Tender Document: Tender document can be obtained by downloading it from the website www.chennai.bsnl.co.in and www.tenderwizard.com/BSNL from 20.04.2019 to 20.05.2019

- 2 The bidders downloading the tender document are required to submit the tender fee amount of Rs. 590/-(including GST) through DD/ Banker's cheque (Section 2 Clause 3) along with their tender bid failing which the tender bid shall be left archived unopened/ rejected. The DD/ banker's cheque shall be drawn from any Nationalized/ Scheduled Bank in favour of Accounts Officer (Cash), BSNL, Chennai Telephones, Chennai -600032 and payable at Chennai.

3. Availability of Tender Document:

- i. Clause 2 Above.
- ii. Physical copy of the tender document will not be available for sale.

Note 1: The Tender document will not be available for download on its submission / closing date.

4. Eligibility Criteria: - The bidder should have experience of minimum 1 years in
 - a) Aerial OFC Laying and maintenance works (OR)
 - b) Underground OFC Laying and maintenance works (OR)
 - c) Licensed TIP/Local Cable TV Operations through Optic fibre cable
- 4.1 The bidders shall submit necessary documents showing that they meet the eligibility criteria along with their tender bid. All documents submitted will also be self-attested by the bidder.
5. Bid Security / EMD :The bidder shall furnish the bid EMD as mentioned in Clause 1 submitted along with their bid in one of the following ways:-
 - i. Demand Draft/ Banker's cheque drawn in favour of Accounts Officer (Cash), BSNL, Chennai Telephones, Chennai -600032 and payable at Chennai.
 - ii. Bank Guarantee from a scheduled bank drawn in favour of Dy.General Manager (SW), BSNL Chennai Telephones which should be valid for 180 days from the tender opening date,.
6. Date & Time of Submission of Tender bids (online submission): on or before 13.00hrs of 20.05.2019.

Note 3: In case the date of submission (opening) of bid is declared to be a holiday, the date of submission (opening) of bid will get shifted automatically to next working day at the same scheduled time. Any change in bid opening date due to any other unavoidable reason will be intimated to all the bidders separately.
7. Opening of Tender Bids: On 20.05.2019 at 15:00hrs
8. Place of opening of Tender bids: The E-Tenders shall be opened through 'Public Online Tender Opening Event (POTOE)'. BSNL's Tender Opening Officers as well as authorized representatives of bidders can attend the Public Online Tender Opening Event (TOE) from the comfort of their offices or at the Conference Hall of PGM(South),BSNL CHTD, 40-E, Cipet Road, TVK Industrial Estate, Guindy, Chennai – 600032.
9. Tender bids received after due time & date will not be accepted.
10. Incomplete, ambiguous, Conditional, unsealed tender bids are liable to be rejected.
11. Principal General Manager (South), BSNL CHTD reserves the right to accept or reject any or all tender bids without assigning any reason. Principal General Manager (South), BSNL CHTD is not bound to accept the lowest tender.
12. The bidder shall furnish a declaration in his tender bid that no addition / deletion / corrections have been made in the downloaded tender document being submitted and it is identical to the tender document appearing on the website.
13. In case of any correction/ addition/ alteration/ omission in the tender document, the tender bid shall be treated as non-responsive and shall be rejected summarily.
14. Period of Contract: The Contract shall remain valid and operative **for a period of one year** from the date of award of contract i.e. APO. If so deemed essential by BSNL, the contract shall be extended under the same terms and conditions for a period of three months at a time subject to a maximum of one year.

Note 4: All documents submitted in the bid offer should be preferably in English. In case the certificate viz. experience, registration etc. is issued in any other language other

than English, the bidder shall attach an English translation of the same duly attested by the bidder & the translator to be true copy in addition to the relevant certificate.

Note 5: All computer generated documents should be duly signed/ attested by the bidder/ vendor organization.

**Assistant General Manager DLC SOUTH
O/o Principal General Manager (SOUTH),
40-E CIPET Road, TVK Industrial Estate
Guindy, Chennai – 600032**

Tender Information

1. Type of tender- :

- (a) Single Stage bid submission.
- (b) Two stage opening using two electronic Envelopes
- (c) The bids will be evaluated techno-commercially and financial bids of techno commercially compliant bidders only shall be opened.

2. Bid Validity Period: 180 days from the tender opening date.

3. The tender is invited under two envelopes system, the first envelope will be named as techno-commercial & will contain documents of bidder's satisfying the eligibility / Technical & commercial conditions and 2nd envelope will be named as financial envelope containing financial quote. These envelopes shall contain one set of the following documents.

a) Techno-commercial envelope shall contain:-

- 1. Bid security (EMD) as per clause 5 of DNIT.
- 2. Cost of Tender Document as per clause 2.1 of DNIT.
- 3. Tender documents duly signed at the end of each page for having read it & accepted it.
- 4. Documents showing fulfilment of the eligibility criteria stated in Clause 4 of Section 1 Part A.
- 5. Power of Attorney & authorization for executing the power of Attorney in accordance with clause 14.3 of Section 4 Part A.
- 6. Section 6A & 6B duly filled and signed
- 7. Section 7C, 7D & 7F duly filled and signed
- 8. Section 8 duly filled and signed
- 9. Section 9 Part A duly filled and signed.
- 10. Documents stated in clause 10 of Section-4 Part A.
- 11. Copy of PAN card
- 12. Copy of License from the Central Labour Commissioner if the number of workers under him is 20 or more after awarding the work.
- 13. Copy of the registration of the firm if applicable.
- 14. Copy of partnership deed in cases of partnership firm.
- 15. Copy of GST Registration if applicable.
- 16. Copy of EPF/ESI Registration if applicable.
- 17. List of qualified experienced personnel, who are working for the tenderer, who will be deployed for the work.
- 18. Copy of Experience certificate (Minimum one year).

b) Financial envelope shall contain:

Electronic Form- financial along with Price Schedule as per online price Bid Template/Form (Section 9 Part-B) with all relevant bid annexure.

4. Offline Submission

The following documents are required to be submitted offline to Conference Hall of PGM (South),BSNL CHTD, 40-E, Cipet Road, TVK Industrial Estate, Guindy, Chennai – 600032.on or before the date & time of submission of bids in a sealed envelope.

The envelope shall bear the tender number, name of work and the phrase:
“Do Not Open Before (due date & time of opening of tender)”.

- i) EMD – Bid security (original copy).
- ii) DD/ Banker’s cheque of Tender fee
- iii) Power of Attorney in accordance with clause 14.3 of section 4 Part A and authorization for executing the power of Attorney.

Note: All the documents along with Financial Bid needs to be uploaded online in the portal www.tenderwizard.com/BSNL

5. The tenders which are not submitted by above mentioned manner shall be summarily rejected.

6. The finance Bid received only through E-Tender will be accepted and evaluated.

SECTION- 3 Part A

SCOPE OF WORK

1. General: Aerial Optical Fibre Cable construction for provision & maintenance of FTTH connections in South Business Area of Chennai Telephones excluding CPT SSA.
2. Scope of Work:
 - (a) The tendered work involves laying of Aerial Optical Fiber Cables for FTTH connections in Flats, Villas, High rise buildings, Office buildings, residential buildings, Malls, Shopping complexes and commercial establishments, Leased Circuits, Point to point circuits, OLT connectivity and related works
 - (b) Maintenance of existing aerial OFC cable already laid and in use for FTTH connection and newly laid OFC in South Business Area of Chennai Telephones excluding CPT SSA.
 - (c) FTTH ONT installation, configuration and maintenance at customer premises.
3. The availability of stores:
 - a) The contractor should take possession of all the stores from the concerned officer in charge of the work and he should keep an updated account of all the stores received/utilized for the work and the balance with him. Contractor shall be responsible to return all the unused/recovered stores to the store yard of concerned units of SBA BSNL, Chennai Telephones before submission of the bill for the respective work, failing which, the cost of such items that are not returned shall be deducted from the bill/security deposit at the discretion of the Principal General Manager (South), NWO CFA, BSNL CHTD, Chennai.
 - b) The contractors shall transport on his own (including loading and unloading) all stores issued to him or supplied by him to the site of work.
 - c) The rates quoted for dismantling items should be inclusive of the charges for handling and transportation back to the store yard of concerned units of SBA BSNL Chennai Telephones.
 - d) The responsibility of getting the stores to the work place and returning unused/recovered stores back to store lies with the contractor. Any loss or damage to BSNL as a result of non-observance of Government rules and regulations during the execution of the contract should be compensated by the contractor within the stipulated time.
 - e) If the contractor is responsible for the delay in execution of the work, he will be charged 2% of total amount of work/ per week and maximum of 10%.
 - f) The contractor shall provide at his own cost all tools, plants, appliances, implements etc. required for proper execution of work.
4. The bidder shall not assign or sublet in full or any part of the contract.

SECTION- 3 Part B
TECHNICAL SPECIFICATIONS/ REQUIREMENTS

- A. General: Aerial Optical Fibre Cable Laying for FTTH connections in South Business Area of Chennai Telephones.
- B. Technical specifications: The detailed specifications of the works involved in the Tender are given below.
- a. The work involves digging out old posts and stays, unfitting brackets, dismantling wires & cables etc. and transporting these items to the new locations. The work also involves digging holes for erection of posts at new sites/area, fitting tubular posts, erecting posts, digging holes for stays, erecting, fixing and twisting stays, fitting 4w/Support brackets, erection of aerial cable, terminating aerial Optical fiber cable with optical splicing machine at customer end / Splitter location, tapping from existing Overhead OF joint and concreting the post base etc. without damaging to the existing system. Aerial optical cable to be erected with the support of GI wire. Aerial optical cable to be clamped with insulated supporting 16 SWG GI wire. The materials except AB Post/ GI pipe to be provided by the contractor.
 - b. The depth of the pits for erecting tubular posts should be such that, the vent hole of the socket, after erection of the posts should be above ground level. The sides of the pit should be tightly packed so that the post is straight. For fitting tubular posts, insert the top end of the „B tube in to the band at the bottom end of the A tube and ram the „B tube against a strong support, so that the tubes fit well. Socket B should then be fitted to the „B tube in the similar manner. BC posts should also be fitted in the similar fashion. Items will be supplied by BSNL.
 - c. The stays for the posts must be erected without disturbance to traffic for the stability of the alignment counterbalancing the wind pressure and load of aerial cable. The pits for erecting stays should be dug to such a depth that 30cm length of the stay rod should be above the ground level after erection. The stays are to be erected using the standard components only. The SSNP should be cleaned and lubricated well before erection. A minimum of three strands of 5.60mm dia. GI wire should be used for twisting the stays. The collaring should be with 3.55 mm GI wire. These items will be supplied by BSNL.
 - d. The brackets are to be fitted to the posts using correct sizes of U clamps and saddles and the accessories are to be properly fitted and tightened. The bolts are to be tightened so that the brackets are straight and do not shake while erecting the cables. The minimum separation between brackets should be 9". Items will be supplied by BSNL. BSNL advertising boards to be fixed on the AB posts as instructed by BSNL. The advertising boards will be supplied by BSNL.
 - e. The contractor will have to supply the necessary components required for concreting the post base. At places where normal depth cannot be achieved for erection of posts, proper RCC concreting in the dimension 0.5x0.5x0.5 cubic meters should be made around the post.

- f. The optical aerial cable of standard quality must be erected and clamped to the brackets/accessories. The quality and standard of material supplied by the contractor should be got approved by the competent authority Divisional Engineer designated by BSNL, SBA CHTD. The aerial cable must be terminated properly in each post erected in the turnings of the road.
- g. The aerial optical cable must be spliced at customer end /splitter as per the requirement using optical splicing machine. Tapping from the existing overhead joint / overhead straight joint has to be carried out by contractor wherever required. The splicing machine and kit is to be arranged by the contractor.
- h. After the completion of work contractor has to ensure the quality and performance of the cable and work. The attenuation of every fibre of the newly laid cable by the contractor should be less than 0.2dB per KM. Also the splice joint at each location should be less than 0.5 db. The cable will be tested by BSNL to check the attenuation of fibre within the permissible limit of 0.5dB per km.
- i. Fault Restoration Team
 - 1. The contractor should ensure FRT at least 10 team in each DGM zone (SW, CHR and CPT) and minimum of 3 teams for each division.
 - 2. The Contractor should ensure the availability of FRTs nearest to the fault location.
 - 3. The faults communicated through SMS should be attended within 4 hours
 - 4. Additional team is to be provided wherever and whenever required based on the Unit officer on request during special circumstances
 - 5. FRT should have sufficient workers with technical expertise in FTTH works (Fault tracing, Optical core Splicing, customer end configuration etc. with required equipment

ANNEXURE-I

Section 3 Part C
Schedule of Rate

a. Construction Works:

SN	Nature of Work	Unit	Basic rate
1	OF Cable Termination (from OLT/DSLAM/ Txm Room to Fibre Termination Box-FTB)	per job	480.00
2	Up to 24 Fibre cable -Overhead Aerial OF cable construction (includes Route Survey, transportation of stores, coiling/uncoiling, tying, without stay wire /binding wire, BSNL emblem tag & Supervision of laying etc.,)	per metre	20.00
3	Up to 24 Fibre cable -Overhead Aerial OF cable construction (includes Route Survey, transportation of stores, coiling/uncoiling, tying, with stay wire/binding wire, BSNL emblem tag & bobbin fixing, Supervision of laying etc.,)	per metre	23.00
4	Post Erection with sign writing including transportation charge	per job	850.00
5	RCC concreting for one post base(0.5x0.5x0.5m)	per job	500.00
6a	Splicing per Fibre of OF cable up to 24F	per core	100.00
6b	Supply and installation of Tiffin box/Joint closure box without Pigtail by vendor	per job	100.00
6c	Supply and installation of Tiffin box/Joint closure box with Pigtail by vendor	per job	200.00
6d	Supply and installation of Bamboo Joint closure box by vendor	per job	500.00
7	Splitter installation at Apartments/Customer premises(splitter supplied by BSNL)	per job	170.00
8	Drop fibre - Aerial construction		
a	Open laying	per metre	6.00
b	Laying with conduit pipe(along with other existing cable)	per metre	15.00
c	Laying with empty conduit pipe	per metre	15.00
d	Laying in concealed pipe	per metre	20.00
9	Connectorisation at customer premises	per job	50.00
10	Configuration of ONT and Wi-Fi router	per job	100.00
11	Digging of pits to a depth 160cm at main joints for tapping	per job	800.00
12	Tapping low count fibre from the manhole and laying to the edge of the road for a small length at a depth 165cms and back filling the excavated trenches after laying the PLB pipe	per metre	322.23.00

ANNEXURE-II

SCHEDULE OF RATES (Maintenance Works)

Sl No.	Nature of Work	unit	Basic rate
1	Splicing per fibre in aerial construction/customer premises/splitter etc.	per core	100.00
2	Up to 24 Fibre cable -Overhead Aerial OF cable Mtce (includes transportation of stores, coiling/uncoiling, tying, without stay wire/binding wire, BSNL emblem tag ,Supervision of laying etc.,)	per metre	10.00
3	Up to 24 Fibre cable -Overhead Aerial OF cable Mtce (includes transportation of stores, coiling/uncoiling, tying, with stay wire/binding wire, BSNL emblem tag & bobbin fixing, Supervision of laying etc.,)	per metre	15.00
4	Shifting of post	per job	1200.00
5	Splitter installation at Apartments/Customer premises	per job	100.00
6	Drop fibre - Aerial MTCE		
(a)	open laying for replacing the damaged portion	per metre	4.00
(b)	Laying with conduit pipe	per metre	10.00
(c)	Laying in concealed pipe	per metre	20.00
7	Configuration of ONT and Wi-Fi router	per job	100.00
8	Connectorization at customer premises	per job	50.00
9	Dismantling of Aerial OF cable from post	per metre	5.00
10	correcting sagged AOFC alignment	per metre	2.00

SECTION-4 Part A
GENERAL INSTRUCTIONS TO BIDDERS (GIB)

1 DEFINITION

- i. "The BSNL" means the Bharat Sanchar Nigam Ltd. (BSNL).
- ii. "The Bidder" means the individual or firm who participates in this tender and submits its bid.
- iii. "The Contractor" or "The Vendor" means the individual or firm supplying the goods/Service under the contract.
- iv. "The Goods" means all the equipment, machinery, and/or other materials which the Supplier is required to supply to the BSNL under the contract.
- v. "The Advance Purchase Order" or "Letter of Intent" means the intention of BSNL to place the Purchase Order on the bidder.
- vi. "The Purchase Order" means the order placed by the BSNL on the Supplier signed by the BSNL including all attachments and appendices thereto and all documents incorporated by reference therein. The purchase order shall be deemed as "Contract" appearing in the document.
- vii. "The Contract Price" means the price payable to the Supplier under the purchase order for the full and proper performance of its contractual obligations.
- viii. "Validation" is a process of testing the equipment as per the Generic Requirements in the specifications for use in BSNL network. Validation is carried out in simulated field environment and includes stability, reliability and environmental tests.
- ix. "Telecom Service Provider" means any Telecom operator in India, who is licensed by the Department of Telecommunications (DOT), Government of India to provide telecom services to the general public or to the other DOT licensed Telecom operators. "Telecom Service Provider" also refers to any Telecom operator in other countries providing telecom services to general public of that country or to other telecom operators of the same country.
- x. "Successful Bidder(s)" means the bidder(s) to whom work in this tender is awarded.

2. ELIGIBILITY CONDITIONS:

2.1 Kindly refer to clause 4 of Section – 1 i.e. Detailed NIT.

3. COST OF BIDDING

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

4. DOCUMENTS REQUIRED

4.1 The construction work to be carried out, goods required to be supplied; bidding procedures and contract terms and conditions are prescribed in the Bid Documents. The contents of the Bid documents are specified in the covering letter.

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

5. CLARIFICATION OF BID DOCUMENTS

- 5.1 A prospective bidder, requiring any clarification on the Bid Documents shall notify the BSNL in writing by FAX or by Email of the BSNL as indicated in the invitation of Bid. The BSNL shall respond in writing to any request for the clarification of the Bid Documents, which it receives 7 days prior to the date of opening of the Tenders. Copies of the query(without identifying the source) and clarifications by the BSNL shall be notified in the web site www.chennai.bsnl.co.in and all such clarification issued by BSNL will form part of the bid document.

- 5.1 Any clarification issued by BSNL in response to query raised by prospective bidders shall form an integral part of bid documents and shall amount to an amendment of the relevant clauses of the bid documents.

6. AMENDMENT OF BID DOCUMENTS

- 6.1 The BSNL may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, may modify bid documents by amendments prior to the date of submission of Bids with due notification to prospective bidders
- 6.2 The amendments shall be notified by Addendum through E-Tendering portal. It is the responsibility of the bidders who have downloaded the tender document from the website to keep themselves abreast of such amendments before submitting the tender document.
- 6.3 In order to afford prospective bidders a reasonable time to take the amendment into account in preparing their bids, the BSNL may, at its discretion, extend the deadline for the submission of bids suitably.

7. DOCUMENTS COMPRISING THE BID:

The bid prepared by the bidder shall ensure availability of the following components:

- 7.1 Documentary evidence establishing that the bidder is eligible to bid and is qualified to perform the contract if its bid is accepted in accordance with the clause 2 & 10 of this section.
- 7.2 Bid Security furnished in accordance with clause 12 of this section.
- 7.3 A Bid form and price schedule completed in accordance with clause 8 & 9 of this section.

8. **BID FORM:** The bidder shall complete the bid form and appropriate Price Schedule furnished in the Bid Documents, indicating the goods to be supplied, brief description of the goods, quantity and prices as per section- 9.

9. BID PRICES

- 9.1 Prices shall be quoted by the bidder in % of basic rate, both in words and figures in the Financial bid of the document only. Prices quoted at any other place shall not be considered. Price quoted by the bidder shall be excluding GST.
- 9.2 The price quoted by the bidder shall remain fixed during the entire period of contract and shall not be subjected to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.
- 9.3 A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.
- 9.4 The rates quoted in the bid shall be firm and valid for any other work order for extension of the same route or modification of the route or branching in case of spur routes that may be issued within the above period and remain so until the completion of the work assigned under such a work order.
- 9.5 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.
- 9.6 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.

10. DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATION :

- 10.1 The bidder shall furnish, as part of the bid documents establishing the bidder's eligibility, the following documents or whichever is required as per terms and conditions of Bid Documents.
- a) Additional documents to establish the eligibility and qualification of bidder as specified in Clause 4 of Section 1 Part A.
 - b) Power of Attorney & authorization for executing the power of Attorney in accordance with clause 14.3 of Section 4 Part A.
 - c) Certificates from all Directors of the bidder stating that none of their near relatives are working in BSNL in accordance with clause 34 of Section 4 Part A.
 - d) Certificate of incorporation.
 - e) Partnership deed in cases of partnership firm.
 - f) Registration of the firm if applicable.
 - g) Article or Memorandum of Association or partnership deed or proprietorship deed as the case may be.

- h) License from the Central Labour Commissioner if the number of workers under him is 20 or more after awarding the work.
- i) PAN card
- j) GST Registration if applicable
- k) EPF/ESI Registration if applicable
- l) Copy of Experience certificate (minimum one Year).
- m) Scanned copy of IT Return for FY 2017-18 and FY 2018-19 (Financial capability)
- n) Copy of Turnover certificate for FY 2016-17 and FY 2017-18

10.2 Documentary evidence for financial and technical capability

- a) The bidder shall furnish audited Annual Report and /or a certificate from its bankers to assess its solvency/financial capability.
- b) The bidder shall furnish documentary evidence about technical and production capability necessary to perform the contract.

11 DELETED

12. BID SECURITY / EMD

- 12.1 The bidder shall furnish, as part of its bid, a bid security as mentioned in Section-1(DNIT). No interest shall be paid by the BSNL on the bid security for any period, what so ever.
- 12.2 The NSIC/MSE bidders are exempted from payment of bid security.
- 12.3 The bid security is required to protect the BSNL against the risk of bidder's conduct, which would warrant the forfeiture of bid security pursuant to Para 12.7.
- 12.4 A bid not secured in accordance with Para 12.1 & 12.2 shall be rejected by the BSNL being non-responsive at the bid opening stage and archived unopened on E-Tender portal for E-Tenders and returned to the bidder unopened (for manual bidding process),
- 12.5 The bid security of the unsuccessful bidder will be discharged/ returned as promptly as possible and within 30 days of finalization of the tender or expiry of the period of the bid validity period prescribed by the BSNL pursuant to clause 13.
- 12.6 The successful bidder's bid security will compulsorily be converted to form part of performance security deposit in accordance with the relevant Clause. Be discharged upon the bidder's acceptance of the advance purchase order satisfactorily in accordance with clause 27 and furnishing the performance security, except in case of L-1 bidder, whose EMBG/EMD shall be released only after the finalization of ordering of complete tendered quantity in pursuance to clause no. 24.3 & 27.3 of this section.

12.7 The bid security may be forfeited:

- a) If the bidder withdraws or amends its bid or impairs or derogates from the bid in any respect during the period of bid validity specified by the bidder in the bid form or extended subsequently; or
- b) If the bidder does not accept the APO/ AWO and/ or does not submit PBG & sign the contract/ agreement in accordance with clause 28.

Note: - The bidder shall mean individual company/ firm or the front bidder and its technology / consortium partner, as applicable.

13. PERIOD OF VALIDITY OF BIDS:

13.1 Bid shall remain valid for period of 180 days from date of opening of tender. A bid valid for a shorter period shall be rejected by the BSNL being non-responsive.

14. FORMAT AND SIGNING OF BID

14.1 The bidder shall submit his bid online, complying all eligibility conditions, other terms and conditions of tender document to be read along with the clarifications and amendments issued in this respect. All the documents must be authenticated, using Digital Signature. All offline documents submitted must be authenticated by hand signatures by the authorized person. The letter of authorization shall be indicated by written power-of-attorney accompanying the bid.

14.2 The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the bidder in which case such corrections shall be signed by the person or persons signing the bid. All pages of the original bid, except for un-amended printed literatures, shall be digitally signed by the person or persons signing the bid.

14.3 Power of Attorney

- a) The power of Attorney should be submitted and executed on the non-judicial stamp paper of appropriate value as prevailing in the concerned states(s) and the same be attested by a Notary public or registered before Sub-registrar of the state(s) concerned.
- b) The power of Attorney be executed by a person who has been authorized by the Board of Directors of the bidder in this regard, on behalf of the Company/ institution/ Body corporate.
- c) In case of the bidder being a firm, the said Power of Attorney should be executed by all the partner(s) in favour of the said Attorney.
- d) Attestation of the specimen signatures of authorized signatory by the Company's/ firm's bankers shall be furnished. Name, designation, Phone number, mobile number, email address and postal address of the authorized signatory shall be provided.

15. SEALING AND MARKING OF BIDS: Bid should be submitted as per Clause 3 of Section 2.

16. SUBMISSION OF BIDS

- 16.1 Bids must be submitted by the bidders on or before the specified date & time indicated in Clause 6 of Section-1 i.e. DNIT.
- 16.2 The BSNL may, at its discretion, extend this deadline for the submission of bids by amending the Bid Documents in accordance with clause 6 in which case all rights and obligations of the BSNL and bidders previously subject to the deadline will thereafter be subjected to the extended deadline.
17. **LATE BIDS:** No bid shall be accepted either online by E-Tender Portal or physically after the specified deadline for submission of bids prescribed by the BSNL.

18. MODIFICATION AND WITHDRAWAL OF BIDS

- 18.1 The bidder may modify, revise or withdraw his bid after submission prior to deadline prescribed for submission of bid. 18.2 The bidder's modification, revision or withdrawal shall have to be online and digitally authenticated & physically as per clause 15.
- 18.3 Subject to clause 20, no bid shall be modified subsequent to the deadline for submission of bids.

19. OPENING OF BIDS BY BSNL

The Physical Envelope marked as '**Bid Security, Tender cost & Authorization Envelope**' shall be opened first and examined by the designated Tender Opening Committee (TOC) of BSNL. The TOC shall ascertain that the documents submitted in the physical envelope meet the requirements of eligibility for opening the qualifying bid of a bidder for this tender then only the TOC shall open and download the Qualifying Bids online after the due date and time by logging into the e-tender portal. The bidders whose Physical Envelopes are either not received in time or the documents do not meet the preliminary requirement of eligibility, their bids shall not be opened/downloaded from the E tender portal.

The bid opening committee shall count the number of bids downloaded from the e-tendering portal 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 of TOC shall initial on all the pages of all the bids downloaded with date.

After opening the qualifying bid, all the documents contained therein shall be serially numbered and signed by the bid opening committee members and TOC should prepare and submit TOC report.

The Qualifying Bids downloaded shall be evaluated by the designated TEC and the result of evaluation after approval by the competent authority shall be uploaded on the E-tender portal for information of all concerned clearly mentioning the qualified bidders and not qualified bidders (with reasons for non-qualification)

The **FINANCIAL BID** shall be opened in the following manner:

- i). The folder marked "**Financial Bid**", will be opened only for those bidders who have been found eligible after evaluation of Qualifying Bids.

- ii). The date and time of opening of Financial Bid shall be notified on e-tendering portal for information of all the bidders.
- iii). After opening the “Financial Bid” the TOC shall prepare the report containing the bidder’s name, bid prices, modifications, etc.
- iv). In case there is a discrepancy in figures and words in the quote, the same shall be announced in the bid opening, but the quoted rates in words shall prevail.

20. CLARIFICATION OF BIDS

- 20.1 To assist in the examination, evaluation and comparison of bids, the BSNL may, at its discretion ask the bidder for the clarification of its bid. The request for the clarification and the response shall be in writing. However, no post bid clarification at the initiative of the bidder shall be entertained.
- 20.2 If any of the documents, required to be submitted along with the technical bid is found wanting, the offer is liable to be rejected at that stage. However the BSNL at its discretion may call for any clarification regarding the bid document within a stipulated time period. In case of non-compliance to such queries, the bid will be outrightly rejected without entertaining further correspondence in this regard.

21. PRELIMINARY EVALUATION

- 21.1 BSNL 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.
- 21.2 If there is a discrepancy between words and figures, the amount in words shall prevail. If the supplier does not accept the correction of the errors, its bid shall be rejected.
- 21.3 Prior to the detailed evaluation pursuant to clause 22, the BSNL will determine the substantial responsiveness of each bid to the Bid Document. For purposes of these clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the Bid Documents without material deviations. The BSNL's determination of bid's responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence.
- 21.4 A bid, determined as substantially non-responsive will be rejected by the BSNL and shall not subsequent to the bid opening be made responsive by the bidder by correction of the non-conformity.
- 21.5 The BSNL may waive any minor infirmity or non-conformity or irregularity in a bid which doesn't constitute a material deviation, provided such waiver doesn't prejudice or affect the relative ranking of any bidder.

22. EVALUATION AND COMPARISON OF SUBSTANTIALLY RESPONSIVE BIDS

- 22.1** The BSNL shall evaluate in detail and compare the bids previously determined to be substantially responsive pursuant to clause 21.

22.2 The evaluation and comparison of responsive bids shall be on the % of basic rates offered indicated in the financial bid of the tender document.

- a) GST for which the firm has to furnish GST Challans / Invoices will be indicated separately in the PO / APO.
- b) Suppliers should furnish the correct GST Head in the price Schedule. If the credit for the GST under provision/ rules under GST law is found to be not admissible at any stage subsequently owing to wrong furnishing of Tariff Head, then the suppliers will be liable to refund such non-admissible amount, if already paid, along with penalty and interest if charged by the concerned authority.

23. CONTACTING THE BSNL

- 23.1 No bidder shall try to influence the BSNL on any matter relating to its bid, from the time of bid opening till the time the contract is awarded.
- 23.2 Any effort by the bidder to modify his bid or influence the BSNL in the BSNL's bid evaluation, bid comparison or the contract award decisions shall result in the rejection of the bid

24 AWARD OF CONTRACT & DISTRIBUTION OF WORK:

- 24.1 The BSNL shall consider placement of orders for commercial supplies only on those eligible bidders whose offers have been found technically, commercially and financially acceptable and whose goods/service have been validated by the BSNL. The BSNL reserves the right to counter offer price(s) against price(s) quoted by any bidder.
- 24.2 The BSNL shall consider award of contract only to L-1 bidder whose offers have been found technically, commercially and financially acceptable. The L-1 bidder is one who quotes the lowest rate.
- 24.3 In the event of L2 and so on bidders refusing to accept its de rated to the price of L1 bidder, BSNL reserves the right to place the order for entire quantity to the L1 bidder. It is mandatory for the L1 bidder to accept such an offer (second APO) at evaluated L-1 price and shall perform the whole contract as envisaged in the tender document. The additional quantity, due to non-acceptance of respective quantity by L2 and/or L3 and so on bidders, as envisaged in clause 3 (Distribution of Quantity) **in section 4 Part B**, shall be supplied by the L-1 bidder as part of whole contract.

25. BSNL'S RIGHT TO VARY QUANTITIES

- a. BSNL reserves the right to increase or decrease up to 25% of the quantity of goods and services specified in the schedule of requirements without any change in the unit price or other terms and conditions at the time of award of contract.
- b. BSNL also reserves the right for placement of additional order or up to 50% of the additional quantities of goods and services contained in the running tender/ contract within a period of twelve months from the date of acceptance of first APO in the tender

at the same rate or a rate negotiated (downwardly) with the existing vendors considering the reasonability of rates based on prevailing market conditions and the impact of reduction in duties and taxes etc. and supplies to be obtained within delivery period scheduled afresh.

- c. In exceptional situation where the requirement is of an emergent nature and it is necessary to ensure continued supplies from the existing vendors, the BSNL reserves the right to place repeat order up to 100% of the quantities of goods and services contained in the running tender /contract within a period of twelve months from the date of acceptance of first APO in the tender at the same rate or a rate negotiated (downwardly) with the existing vendors considering the reasonability of rates based on prevailing market conditions and the impact of reduction in duties and taxes etc. Exceptional situation and emergent nature should be spelt out clearly detailing the justification as well as benefits accrued out of it and loss incurred in case this provision is not invoked and approved by the authority competent to accord administrative and financial approval for the procurement calculated on the basis of total procurement i.e. initial and proposed add-on quantity.

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

The BSNL 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 of BSNL's action.

27. ISSUE OF LETTER OF INTENT:

27.1 The issue of letter of intent shall constitute the intention of the BSNL to enter into the contract with the bidder. Letter of intent will be issued as offer to the successful bidder.

27.2 The bidder shall within 14 days of issue of letter of intent, give his acceptance along with Performance security in conformity with clause Section-7B., provided with the bid documents. However, Tender Issuing Authority reserves the right to extend the time limit if the reasons on which extension is sought are deemed fit.

27.3 L-1 bidder may be issued Advanced Purchase Order (APO) in two stages. The first APO shall be issued for L-1 quantity as defined in clause above. The second APO may be issued to L-1 bidder only when the BSNL exercises the right for placement of order on balance tendered quantity on the bidder with the lowest evaluated price in conformity to Clause 24.3 & 24.4 of Section 4 Part A.

28. SIGNING OF CONTRACT.

28.1 The issue of Purchase order shall constitute the award of contract on the bidder.

28.2 Upon the successful bidder furnishing performance security pursuant to clause 27, the BSNL shall discharge the bid security in pursuant to clause 12, except in case of L-1 bidder, whose EMBG/ EMD shall be released only after finalization of ordering of complete tendered quantity in pursuance to clause no. 24.3& 27.3 of this section.

29. ANNULMENT OF AWARD:

Failure of the successful bidder to comply with the requirement of clause 27 & 28 shall constitute sufficient ground for the annulment of the award and the forfeiture of the bid security in which event the BSNL may make the award to any other bidder at the discretion of the BSNL or call for new bids.

30. REJECTION OF BIDS

30.1 While all the conditions specified in the Bid documents are critical and are to be complied, special attention of bidder is invited to the following clauses of the bid documents. Non-compliance of any one of these shall result in outright rejection of the bid.

- a) Clauses 12.1, 12.2 & 13.1 of Section- 4 Part A: The bids will be rejected at opening stage if Bid security is not submitted as per Clauses 12.1 & 12.2 and bid validity is less than the period prescribed in Clause 13.1 mentioned above.
- b) Clause 2 & 10 of Section-4Part A: If the eligibility condition as per clause 2 of Section 4 Part A is not met and/ or documents prescribed to establish the eligibility as per Clause 10 of section 4 Part A are not enclosed, the bids will be rejected without further evaluation.
- c) While giving compliance to Section-5 Part A, General Commercial conditions, Section-4 Part B, Special Instructions to Bidders, Section-5B Special (Commercial) Conditions of Contract and Section-3 Technical Specifications ambiguous words like "Noted", "Understood", "Noted & Understood" shall not be accepted as complied. Mere "Complied" will also be not sufficient, reference to the enclosed documents showing compliances must be given.
- d) Section-9 Price Schedule: Prices are not filled in as prescribed in price schedule.

30.2 Before outright rejection of the Bid by Bid-opening team for non-compliance of any of the provisions mentioned in clause 31.1(a), 31.1(b) of Section-4PartA, the bidder company is given opportunity to explain their position, however if the person

representing the company is not satisfied with the decision of the Bid opening team, he/they can submit the representation to the Bid opening team immediately but in no

case after closing of the tender process with full justification quoting specifically the violation of tender condition if any.

30.3 Bid opening team will not return the bids submitted by the bidders on the date of tender opening even if it is liable for rejection and will preserve the bids in sealed cover as submitted by taking the signatures of some of the desirous representatives of the participating bidder/companies present on the occasion.

30.4 The in-charge of Bid opening team will mention the number of bids with the name of the company found unsuitable for further processing on the date of tender opening and number of representations received in Bid opening Minutes and if Bid opening team is satisfied with the argument of the bidder/company mentioned in their representation and feel that there is prima-facie fact for consideration, the in-charge of the bid opening team will submit the case for review to Officer competent to approve the tender as early as possible preferably on next working day and decision to this effect should be communicated to the bidder company within a week positively. Bids found liable for rejection and kept preserved on the date of tender opening will be returned to the bidders after issue of P.O. against the instant tender.

30.5 If the reviewing officer finds it fit to open the bid of the petitioner, this should be done by giving three (working) day notice to all the participating bidders to give opportunity to participants desirous to be present on the occasion.

31. ACTION BY BSNL AGAINST BIDDER(S)/VENDOR(S) IN CASE OF DEFAULT.

In case of default by Bidder(s)/ Vendor(s) such as:

- a Does not supply the equipment in time;
- b Equipment does not perform satisfactory in the field in accordance with the specifications;
- c Or any other default whose complete list is enclosed in Appendix-1.

BSNL will take action as specified in Appendix-1.

32. NEAR-RELATIONSHIP CERTIFICATE

32.1 The bidder should give a certificate that none of his/ her near relative, as defined below, is working in the units where he is going to apply for the tender. In case of proprietorship firm certificate will be given by the proprietor. For partnership firm certificate will be given by all the partners and in case of limited company by all the Directors of the company excluding Government of India/ Financial institution nominees and independent non-Official part time Directors appointed by Govt. of India or the Governor of the state and full time Directors of PSUs both state and central.

Due to any breach of these conditions by the company or firm or any other person the tender will be cancelled and Bid Security will be forfeited at any stage whenever it is

noticed and BSNL will not pay any damage to the company or firm or the concerned person.

32.2 The Company or firm or the person will also be debarred for further participation in the concerned unit.

32.3 The near relatives for this purpose are defined as:-

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

32.4 The format of the certificate is given in Section 6 (B).

33. VERIFICATION OF DOCUMENTS AND CERTIFICATES

33.1 The bidder will ensure that all the documents and certificates, including experience/ performance and self-certificates submitted by him are correct and genuine before enclosing them in the bid. The onus of proving genuineness of the submitted documents would rest with the bidder.

33.2 If any document/ paper/ certificate submitted by the participant bidder is found / discovered to be false / fabricated / tempered / manipulated either during bid evaluation or during award of contract or thereafter, then the BSNL will take action as per Clause-1 of Appendix-1 of this section.

34. Security Clause as per latest guidelines and requirement: Mandatory Licensing requirements with regards to security related concerns issued by the Government of India from time to time shall be strictly followed and appropriate clauses shall be added in all bid documents. Necessary guidelines in this regard shall be issued separately.

SECTION-4 Part B

SPECIAL INSTRUCTIONS TO BIDDERS

The Special Instructions to Bidders shall supplement the 'Instructions to Bidders' and in case of any conflict with those in Section-4 Part A i.e. GENERAL INSTRUCTIONS TO BIDDERS (GIB), the provisions herein shall prevail.

1. INTRODUCTION:

- 1.1 The tenderer must read carefully all the terms, conditions and specifications before filling up the Tender Schedule and his Quotation. Tenderers are requested to get well versed with the tender conditions/ guidelines written hereunder.
- 1.2 Time along with quality of work is the essence of this contract.

2. SITE INVESTIGATION BY THE TENDERER:

- 2.1 It is assumed that these inferences are made after local enquiries regarding the above said matters and the probable and possible stipulations, delays, risk contingent upon the nature of sub surface conditions, hindrances or interference to or with the execution and completion of works as per tender conditions and has arrived at his own estimate in respect of the rate quoted.
- 2.2 It is also assumed that the Tenderer has also taken into consideration all possible contingencies and likely problems and allied matters, incidental thereto and ancillary thereof affecting the execution and completion of work. Any of the excuses at a later stage about his unawareness about the above-mentioned conditions after the approval of tender will not be considered. Any failure by the Tenderer in estimating the difficulty or cost properly shall not relieve him of the responsibility of completing or satisfactorily performing the work.
- 2.3 It may be noted that the estimated cost is only a rough assessment by the “BSNL” and the “BSNL” does not link itself to its full correctness and neither the “BSNL” can be held accountable for any variations, if any found. The tenderers are required to make their own detailed assessment and shall quote accordingly.

3. SIMULTANEOUS WORK IN DIFFERENT SECTIONS

- 3.1 Work in each route (or part thereof, if awarded so), will be treated as a separate work covered by this contract. However, if the tenderer is awarded work simultaneously in more than one route, the tenderer should have enough capacity and resources to carry out the work simultaneously in all the routes awarded to him.
- 3.2 Tenderers who are confident of ensuring the progress of the work in the time stipulated in NIT, by employing the required resources, men and materials may only participate in this tender offer. The attention of the Tenderer is specifically drawn to the conditions regarding realization of Compensation for delay and slow progress, which may be strictly enforced by the Divisional Engineer as stipulated in the relevant clauses.
- 3.3 It is to be specifically noted that, the “BSNL” wants the work to be done simultaneously in as many routes as possible, so that the project can be completed in the shortest possible time.

Keeping the interest of the “BSNL” in mind, the competent authority has full discretion to award the entire work or part of the work in any route to one or more Tenderers, or to carry out the work by “BSNL” itself or through any other agency by inviting tender/ quotations or by nominations from other reputed and experienced Contractors or by any other means.

4. Distribution of Quantity

- (i) The Purchaser intends to limit the number of technically and commercially responsive 3 (Three) bidders from the list of such bidders arranged in increasing order of their evaluated prices starting from the lowest for the purpose of ordering against this tender. The distribution of the quantity shall be as given in Table 1 below.

Table 1(A) (Without provisions for MSE/NSIC Units)

No. of Bidders to be approved (Col. 1)	Quantity allotted to the respective bidder (Col. 2)		
	L1	L2	L3
One bidder	100%	Nil	Nil
Two bidders	60%	40%	Nil
Three bidders	50%	30%	20%

Table 1(B) (With provisions for MSE/NSIC Units)

No. of Bidders to be approved (Col. 1)	Quantity allotted to the respective bidder (Col. 2)		
	L1	L2	L3
One bidder	80%	Nil	Nil
Two bidders	48%	32%	Nil
Three bidders	40%	24%	16%

Note 1(a): Table 1(B) shall be followed if the tender has provision for reservations for MSE/NSIC units.

Note 1(b): In case of tenders like for Turnkey projects etc. where it is not feasible to award the work to more than one bidder, the provisions for MSE/NSICs shall not be made.

Note 2: If no eligible MSE/NSIC bidders are available then aforesaid earmarked 20% quantity shall be de-reserved & the allotted quantity for other general bidders will be restored to 100% and distribution shall be as per Table -1(A) above.

Note 3: If L-1, L-2, L-3, etc happens to be MSE/NSIC bidders then they will be given allotted quantity as per the applicable sub-column of column 2 of above table. In case, there are MSE bidders whose quoted price is within +15% of L-1 price then 20% reserved quantity shall be distributed amongst such MSE/NSIC bidders.

- (ii) In the event of any of the eligible bidder(s) not agreeing to supply the equipment or not being considered by BSNL for ordering the equipment, inter-se ranking of the bidders below the aforesaid bidder(s) will be recast to fill up the vacated slot(s). This will be done to ensure that the number of bidders on which order for supply of equipment to be placed remains same as specified in the tender.

Note 4: De-rating factor shall be calculated for determination of ordering price in r/o L-2 & others based on L-1 price

BSNL reserves the right to depart from the guide lines 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 or during the execution of work on the emergency nature.

Section- 4 Part C

E-Tendering Instructions to Bidders General

I. General

Submission of Online Bids is mandatory for this tender. E-Tendering is a new methodology for conducting Public Procurement in a transparent and secured manner. Suppliers/Vendors will be the biggest beneficiaries of this new system of procurement. For conducting electronic E-Tendering, BSNL, CHENNAI TELEPHONES South Business Area (SBA), has decided to use the portal (<https://www.tenderwizard.com/BSNL>) of M/s ITI a Government of India Undertaking.

Benefits to suppliers/service providers are outlined on the Homepage of the portal. Those suppliers/service providers not registered on the website mentioned above, are required to get registered beforehand. The intending bidder must read the terms and conditions of this tender carefully. He should only submit his bid if he considers himself eligible and he is in possession of all the documents required. The department reserves the right to reject any prospective application without assigning any reason and to restrict the list of qualified contractors to any number deemed suitable by it, if too many bids are received satisfying the laid down criteria.

Instructions

1. Information and instructions for bidders posted on website <https://www.tenderwizard.com/BSNL> shall form part of bid document. If not registered, the intending tenderers should get themselves registered with M/s ITI Limited, as per instructions on their web site, by paying applicable fee as per Govt. of India ruling.
2. Online Bidding Methodology:
Sealed Bid System – Single-Stage bidding & Two-stage opening
Financial bids & Technical bids shall be submitted by the bidder at the same time.
E-Reverse Auction/negotiation (if required by BSNL CHENNAI TELEPHONES SBA) after opening of Financial bids. In case of two envelope system Financial & Techno-commercial bids shall be submitted by the bidder at the same time
3. Broad outline of activities from Bidders prospective:
 - (i) Procure a Digital Signing Certificate (Class III) (DSC).
 - (ii) Register on Electronic E-Tendering (<https://www.tenderwizard.com/BSNL>).
 - (iii) Create Users and assign roles on <https://www.tenderwizard.com/BSNL>.
 - (iv) View Notice Inviting E-Tender (NIT) on <https://www.tenderwizard.com/BSNL>.
 - (v) Download Official Copy of E-Tender Documents from <https://www.tenderwizard.com/BSNL>.
 - (vi) Clarification to E-Tender Documents on <https://www.tenderwizard.com/BSNL> – Query to BSNL (Optional) – View response to queries posted by BSNL, through addenda.
 - (vii) Bid-Submission on <https://www.tenderwizard.com/BSNL> : Prepare & arrange all document/paper for submission of bid online and offline.
 - (viii) Attend Public Online E-Tender Opening Event (TOE) on <https://www.tenderwizard.com/BSNL> – Opening of Technical Part.
 - (ix) Post-TOE Clarification on <https://www.tenderwizard.com/BSNL> (Optional) – Respond to BSNL's Post-TOE queries.
 - (x) Attend Public Online E-Tender Opening Event (TOE) on <https://www.tenderwizard.com/BSNL> – Opening of Financial Part (only for Technical Responsive Bidders).

4. Contractor must ensure to quote the Service Charges @ appropriate column in Price Bid. Therefore, if any cell is left blank and no rate is quoted by the bidder, rate of such item shall be treated as "0" (ZERO). Conditional tender shall be rejected.
5. For participating in this E-Tender online, the following instructions are to be read carefully. These instructions are supplemented with more detailed guidelines on the relevant screens of the www.tenderwizard.com/BSNL.

Note 1: It is advised that all the documents to be submitted are kept scanned and converted to PDF format in a separate folder on your computer before starting online submission. The Price bid (Excel Format) may be downloaded and rates may be filled appropriately. This file may also be saved in a secret folder on your computer.

Note 2: While uploading the documents, it should be ensured that the file name should be the Name of the document itself.

6. Digital Certificates:

For integrity of data and its authenticity/non-repudiation of electronic records and to be compliant with IT Act' 2000, it is necessary for each user to have a Digital Certificate (Class III) (DC), also referred to as Digital Signature Certificate (DSC), of Class-III issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA). [Refer <http://www.cca.gov.in>].

7. REGISTRATION:

- (i) The E-Tender document can be downloaded from the website: www.tenderwizard.com/BSNL and to be submitted in the e-format. Cost of the E-Tender Document (in the form of DD) and Bid Security (in the form of DD – in original) have to be submitted to concern SSA as per address given in Bid document before the scheduled date and time of submission of the E-Tender otherwise the Bid will not be considered.
- (ii) Amendments, if any, to the E-Tender documents will be notified in the above website as and when such amendments are notified. It is the responsibility of the bidders who have downloaded the E-Tender document from the website to keep themselves abreast of such amendments before submitting the E-Tender document. Intending bidders are requested to register themselves with M/s ITI through www.tenderwizard.com/BSNL for obtaining user-id, Digital Signature etc. by paying Vendor registration fee and processing fee for participating in the above mentioned E-Tender. The Pr. General Manager (South) BSNL CHENNAI TELEPHONES has decided to use process of e-E-Tendering for inviting this E-Tender and thus the physical copy of the E-Tender would not be sold.
- (iii) The Tenderers are required to pay “0.05 % of Total Estimated cost of Tender or as decided by the Application Service Provider” { ASP (i.e.,) To be paid to the E - Portal vendor - M/s ITI Limited }

Note: After successful submission of Registration details and Vendor Registration fee and processing fee (as applicable), please contact ITI.

8. Special Note on Security of Bids

- (i) Security related functionality has been rigorously implemented in www.tenderwizard.com/BSNL in a multi-dimensional manner. Starting with 'Acceptance of Registration by the Service Provider', provision for security has been made at various stages in Electronic Tender's software. Security related aspects as regard Bid Submission are outlined below:
- (ii) As part of the Electronic Encrypted™ functionality, the contents of bid are securely encrypted using Public-Key of the specified officer of a Buyer organization. Bid-encryption in www.tenderwizard.com/BSNL is such that the Bids cannot be decrypted before the Public Online Tender Opening Event (TOE), even if there is connivance between the concerned tender-opening officers of the Buyer organization and the personnel of E-Tendering service provider.
- (iii) There is an additional protection with SSL Encryption during transit from the client-end computer of a Supplier organization to the E-Tendering server/ portal

9. Public Online Tender Opening Event (TOE)

- (i) www.tenderwizard.com/BSNL offers a unique facility for 'Public Online Tender Opening Event (TOE)'. Tender Opening Officers as well as authorized representatives of bidders can attend the Public Online Tender Opening Event (TOE) from the comfort of their offices. For this purpose, representatives of bidders (i.e. Supplier organization) duly authorized are requested to carry a Laptop and Wireless Connectivity to Internet.
- (ii) Every legal requirement for a transparent and secure 'Public Online Tender Opening Event (TOE)' has been implemented on www.tenderwizard.com/BSNL. www.tenderwizard.com/BSNL has a unique facility of 'Online Comparison Chart' which is dynamically updated as each online bid is opened. The format of the chart is based on inputs provided by the Buyer for each Tender. The information in the Comparison Chart is based on the data submitted by the Bidders in electronic forms. A detailed Technical and/ or Financial Comparison Chart enhance Transparency.
- (iii) There are many more facilities and features on www.tenderwizard.com/BSNL. For a particular tender, the screens viewed by a Supplier will depend upon the options selected by the concerned Buyer.

10. Important Note:

In case of internet related problem at a bidder's/BSNL end, especially during 'critical events' such as a short period before bid-submission deadline, during e-auction, it is the bidder's responsibility to have backup internet connections. In case there is a problem at the e Procurement/e-Auction service provider's end(in the server, leased line etc.) due to which all the bidders face a problem during critical events, and this is brought to the notice of BSNL by the bidders in time, then BSNL will promptly re-schedule the affected event(s).

11. Other Instructions

- (i) For further instructions, the vendor should visit the home-page of the portal (<https://www.tenderwizard.com/BSNL>), and go to the Vendor-Help Manual.
- (ii) Important Note: It is strongly recommended that all authorized users of Supplier organizations should thoroughly peruse the information provided under the relevant links, and take appropriate action. This will prevent hiccups, and minimize teething problems during the use of <https://www.tenderwizard.com/BSNL>.

12. The following 'FOUR KEY INSTRUCTIONS for BIDDERS' must be assiduously adhered to:

- (i) Obtain individual Digital Signing Certificate (Class III) (DSC or DC) well in advance of your first tender submission deadline on <https://www.tenderwizard.com/BSNL>
- (ii) Register your organization on <https://www.tenderwizard.com/BSNL> well in advance of your first tender submission deadline on <https://www.tenderwizard.com/BSNL>.
- (iii) Get your organization's concerned executives trained on <https://www.tenderwizard.com/BSNL> well in advance of your first tender submission deadline on <https://www.tenderwizard.com/BSNL>.
- (iv) Submit your bids well in advance of tender submission deadline on <https://www.tenderwizard.com/BSNL> (At least one day before the deadline) (There could be last minute problems due to internet timeout, breakdown, etc.).
- (v) While the first three instructions mentioned above are especially relevant to first-time users of <https://www.tenderwizard.com/BSNL>, the fifth instruction is relevant at all times.

13. Minimum Requirements at Bidders end

- (i) Computer System with good configuration (Min P IV, 1 GB RAM, Windows 7)
- (ii) Broadband connectivity.
- (iii) Microsoft Internet Explorer 6.0 or above
- (iv) Digital Certificate (Class III)(s)

14. Helpdesk (as given below) to get your registration accepted/activated.

Helpdesk

Telephone/ Mobile No.

Shri. S. Dinesh Mobile : 9894191904

Shri.Kirubakaran Mobile : 9962676264 / 8098469169

E-mail ID

twhelpdesk438@gmail.com,

twhelpdesk679@gmail.com,

twhelpdesk444@gmail.com,

bsnltwhelpdesk@gmail.com

15. BSNL Contact:

BSNL Contact-1

BSNL's Contact Person Mrs. A.Kalaiselvi, AGM DLC South

Telephone 044-22413030 Mobile: 9444979100

E-mail ID : dedlcsouth@gmail.com

BSNL Contact-2

BSNL's Contact Person Mr. R.Petchimuthu, SDE DLC South

Telephone 044-22411212 Mobile: 9444995599

E-mail ID : petchimuthuramasamy@gmail.com

16. Offline Submission:

The bidder is requested to submit the following documents at O/o DGM South West, 3rdFloor, No.40E, CIPET Road, T.V.K.Industrial Estate, Guindy, Chennai – 600 032 on or before the date & time of submission of bids specified in covering letter of this tender document, in a Sealed Envelope. The envelope shall bear (name of the work), the tender number and the words 'DO NOT OPEN BEFORE' (due date & time).

1. E.M.D / Bid security in original.

2. DD/ Bankers cheque against payment of tender fee.

3. Power of attorney in accordance with clause 14.3 of Section-4 Part A.

17. Special Note of Security of Bids.

Security related functionality has been rigorously implemented in ETS in a multi-dimensional manner. Starting with 'Acceptance of Registration by the Service Provider', provision for security has been made at various stages in Electronic Tender's software. Security related aspects as regard Bid Submission are outlined below:

As part of the Electronic Encryption functionality, the contents of both the 'Electronic Forms' and the 'Main-Bid' are securely encrypted using a Pass-Phrase created by the Bidder himself. Unlike a password, a Pass-Phrase can be a multi-word sentence with spaces between words (e.g. I love this World). A Pass-Phrase is easier to remember, and more difficult to break. It is recommended that a separate Pass-Phrase be created for each Bid-Part. This method of bid-encryption does not have the security and data-integrity related vulnerabilities which are inherent in E-Tendering systems which use Public-Key of the specified officer of a Buyer organization for bid-encryption. Bid-encryption in ETS is such that the Bids cannot be decrypted before the Public Online Tender Opening Event (TOE), even if there is connivance between the concerned tender-opening officers of the Buyer organization and the personnel of E-Tendering service provider.

Typically, 'Pass-Phrase' of the Bid-Part to be opened during a particular Public Online Tender Opening Event (TOE) is furnished online by each bidder during the TOE itself, when demanded by the concerned Tender Opening Officers who will open the bid. Else Tender Opening Officer may authorize the bidder to open himself. There is an additional protection with SSL Encryption during transit from the client-end computer of a Supplier organization to the E-Tendering server/ portal.

NOTE: In case of internet related problem at a bidder's end, especially during 'critical events' such as – a short period before bid-submission deadline, during online public tender opening event, during e-auction, it is the bidder's responsibility to have backup internet connections. In case there is a problem at the e-procurement/ e-auction service-provider's end (in the server, leased line, etc.) due to which all the bidders face a problem during critical events, and this is brought to the notice of BSNL by the bidders in time, then BSNL will promptly re-schedule the affected event(s).

SECTION-5 Part A
GENERAL (COMMERCIAL) CONDITIONS OF CONTRACT

1. APPLICATION

- 1.1 The General condition shall apply in contracts made by the BSNL for the execution of Cable Laying including supply, erection and testing for FTTH connection and maintenance of Aerial Optical Fibre already laid and to be laid in this tender included without change in the rate.

2. STANDARDS

- 2.1 Contractor guarantees that the entire work will be done in a satisfactory manner and free from any defects in material, workmanship, construction and finish and in conformity in all aspects with the Construction Specifications and directions in addition to any and all other guarantee and warranty mentioned in the contract documents. The Contractor also undertakes to repair or replace as the case may be at his own cost and risk any part of the work which may be damaged or that may develop any defects due to bad workmanship or otherwise due to the fault of the Contractor.
- 2.2 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 of work or 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.
- 2.3 Timely reporting and action, to a great extent, can prevent occurrence of substandard 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 substandard work to the Divisional Engineer in-charge. A notice in respect of defective work shall be given to the contractor by Divisional Engineer in-charge in writing during the progress of work asking the contractor to rectify/replace/remove the substandard 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 substandard items, the defects shall be got rectified/replaced/removed by the corporation or through some other agency at the risk and cost of the contractor.
- 2.4 Non-reporting of the substandard work in time on the part of Construction Officer(s) shall not in any way entitle the contractor to claim that the defects were not pointed out during execution and as such the contractor cannot be absolved of the responsibility for substandard work and associated liabilities.

2.5 Authority and procedure to accept substandard work and payment thereof:

There may be certain items of work pointed out as substandard which may be difficult to rectify and in the opinion of the PGM SOUTH BSNL CHTD, the items in question will not materially deteriorate the quality of service provided by the construction, the PGM SOUTH BSNL CHTD, shall appoint committee to work out the reduced rates payable to the contractor for such substandard work. The committee shall constitute one Divisional Engineer other than the one who is directly in-charge of the work, involving substandard items of work, as Chairman and one S.D.E. and an Accounts Officer as members. The committee shall take into account the approximate cost of material/work pointed out as substandard and recommend the rates payable for substandard work which shall not exceed 60% of the approved rates of the item in question.

3. Work order

3.1 The work order shall be issued so as to include all items of works.

3.2 The work orders shall be issued by the Assistant General Manager, of concerned division from SBA excluding Chengalpattu SSA after examining the technical and Tender details of the works to be executed.

3.3 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.

3.4 The Assistant General Manager, of concerned division shall mention the time limit to execute the work order after seeing the quantum of work and store availability position.

4. PERFORMANCE SECURITY

4.1 The contractor whose tender has been accepted shall deposit an additional sum, at the time of executing the Contract Agreement, which along with the EMD submitted with the tender, will make the security deposit equal to 5% (Five per cent) of the estimated cost or accepted tender cost whichever is higher.

4.2 The proceeds of the security deposit shall be payable to BSNL as compensation for any loss resulting from the contractor's failure to complete its obligations under the contract.

4.3 The security deposit shall be refunded after expiry of warranty period of last work executed provided there are no recoveries to be made arising out of poor quality of work, incomplete work and/or violation of any terms and conditions of the contract as stipulated in the bid document.

4.4 No interest will be paid to the contractor on the security deposit.

4.5 The security deposit of the contractor shall not be refunded before the expiry of contract period.

5. INSPECTION AND TESTS

5.1 The work shall be deemed to have been completed only after the same has been tested for attenuation factor of the fibre laid.

6. DELIVERY AND DOCUMENTS

6.1 The time allowed for carrying out the work as entered in the tender shall be strictly observed by the Contractor and shall be reckoned from the SEVENTH DAY after the date on which the work order is issued to the contractor or from the actual date of commencement of work whichever is earlier.

- 6.2 If the contractor fails to start the work by the due date (SEVENTH DAY), after the issue of work order, (or) does not maintain the progress as mentioned above, the contract is liable to be terminated by BSNL without waiting for completion of the whole time allowed as “Time is the essence of the contract”, and BSNL desires no time overrun in completion of the project.
- 6.3 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 the work order, or an earlier date if work is urgently required, and indicated in the work order.
- 6.4 In as much as “the time being deemed to be 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.
- 6.5 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. The Competent Authority is empowered to grant extension of time for completion of work on certain conditions. He shall exercise such powers, if the following conditions are satisfied.
- 6.6 The Application contains the ground(s), which hindered the contractor in execution of work.
- 6.7 The Engineer-in-charge is of the opinion that the grounds shown for extension of time are reasonable.
- 6.8 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 attributable to the contractor.
- 6.9 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 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 (DGM level) competent to grant the extension of time.
- 6.10 If the competent authority is of the opinion that the grounds shown by the contractors are not reasonable and sufficient and 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.
- 6.11 There are, at times, practical difficulties like non-availability of materials etc, reasons of which are ascribable to the Corporation. In such cases, the Engineer-In-Charge with the approval of competent Authority to sanction EOT may issue extension of time suo moto without waiting for contractor to make an application for EOT. Entry of hindrances shall be made in the Hindrance Register. The BSNL 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.

7. LABOR RECORDS

- 7.1 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.

- 7.2 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.
- 7.3 The contractor shall maintain a Wage Register in respect of all workmen employed by him on the work under contract in Form XVII of the CL (R & A) Rules 1971.
- 7.4 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 shall include the following particulars:
- a) Full particulars of the labourers who met with accident.
 - b) Rate of wages.
 - c) Sex
 - d) Age
 - e) Nature of accident and cause of accident.
 - f) Time and date of accident.
 - g) Date and time when admitted in hospital.
 - h) Date of discharge from the hospital.
 - i) Period of treatment and result of treatment.
 - j) Percentage of loss of earning capacity and disability as assessed by Medical officer.
 - k) Claim required to be paid under Workmen's Compensation Act.
 - l) Date of payment of compensation.
 - m) Amount paid with details of the person to whom the same was paid.
 - n) Authority by whom the compensation was assessed.
 - o) Remarks.

8. ATTENDANCE CARD CUM WAGE SLIP

- 8.1 The contractor shall issue an Attendance card cum wage slip to each workman employed by him.
- 8.2 The card shall be valid for each wage period.
- 8.3 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.
- 8.4 The card shall remain in possession of the worker during the wage period under reference.
- 8.5 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.
- 8.6 The contractors shall obtain the signature or thumb impression of the worker on the wage slip at the time of disbursement of wages and retain the card with him.

9. CONTRACT LABOUR LICENSE & EPF & MP ACT 1952

- 9.1 The contract Labour License required for employing sufficient labourers to execute the work may be obtained from the Asst. Labour Commissioner, Chennai. The provisions of the Contract Labour (Regulation & Abolition) Act should be strictly adhered to while engaging labourers for the work.
- 9.2 A statement showing the number of labourers engaged on each day for the work executed should be submitted on a monthly basis before 5th of succeeding month to this office. The contractor should fulfil and comply with the terms of Employee's Provident Fund and Miscellaneous Provision Act 1952 in respect of the labourers / employees engaged by him for execution of the BSNL works.

- 9.3 The details of payment particulars of EPF should be submitted along with the bill. Bid document along with the EPF registration Certificate only will be considered. Child labour must be strictly avoided. Person/s who is/are more than 60 years should not be engaged as labourer in the work.

10. WARRANTY

- 10.1 If the contractor or his working people or servants break, deface, injure or destroy (i) any building, road, road kerb, fence, enclosure, water pipe, cables, drains, etc contiguous to the area in which the work or any part is being executed (ii) or if any damage shall happen to the work while in progress, from any cause whatever (iii) or if any defect, shrinkage or any other faults appear in the work within the contract period or otherwise of its completion shall have been given by the Engineer-in-charge as aforesaid arising out of defect or improper materials or workmanship the contractor shall upon receipt of a notice in writing on that behalf make the same good at his own expense or in default the Engineer-in-charge cause the same to be made good by other workmen and deduct the expense from any sums that may be due or at any time thereafter may become due to the contractor, or from his security deposit or the proceeds of sale thereof or of a sufficient portion thereof.
- 10.2 If any defect is not remedied within a reasonable time, as prescribed by the Corporation, the Corporation may proceed to do the work at the contractor's risk and costs, but without prejudice to any other rights which the Corporation may have against the contractor in respect of such defects.
- 10.3 Rectification 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.
- 10.4 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 the refund the amount of over payment and it shall be lawful for BSNL to recover the same from him in the manner prescribed in the relevant clauses, 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.
- 10.5 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 PGM SOUTH BSNL CHTD, or his subordinate officer.
- 10.6 Any sum of money due and payable to the contractor (including security deposit returnable to him) under this contract may be appropriated by the BSNL for the payment of a sum of money arising out of or under any other contract made by the contractor with the BSNL.
- 10.7 If any other damages or faults occurred/ caused by other agencies and natural calamities in the existing aerial OFC network/ newly laid aerial OFC network has to be

attended by the contractor upon the notice from Engineer in charge of the concern area on the approved rates.

11 PAYMENT TERMS:

11.1 Procedure for Preparation and settlement of bills:

11.1.1 All items of work involved in the work order shall be completed in all respects before preparing the bills for the work against the work order. The procedure for payment of bills is enumerated as under:

- a. 100% full and final payment shall be processed after commissioning of complete work.
- b. However, if a section(s) of the work has/have been completed in all respect and acceptance tested for making it capable of being put to use, 80% payment of the work so completed shall be made as a running bill, pending 20% to be paid after commissioning of complete work.

***node implies** – Exchange/Transmission center /Broadband center /BTS site/any equipment center where OFC is terminated.

11.1.2. The contractor shall prepare the final bill in triplicate after completion of the entire work entrusted against work order & acceptance and testing of all the works and submit the same to SDE in-charge of work within 30 days of acceptance and testing for payment. The final bill shall be prepared for all the measurements of all items involved in execution of complete work order. The contractor shall prepare the final bill containing the following details:

- The bill for all the quantities as per Measurements at the approved rates.
- Adjustment of amount received against running bills.
- Store reconciliation statement furnishing account of stores received against the **Work Order** and returned to the designated Store godown as surplus with requisite verifications from store in-charge/SDE in-charge of work.
- Letters of grant of E.O.T(s), if work could not be completed within stipulated time.
- Six sets of bound documentation.
- Copy of the Wage Register, Attendance Register, Monthly EPF & ESI Deposit Challan have to be submitted by the contractor along with the bills.

11.1.2.(1) The SDE in-charge of work shall scrutinize the final bill against the works entrusted and accord necessary certificates stating that the 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 final bills, along with other documents mentioned above, with the documents as mentioned hereunder to the Divisional Engineer, in-charge of work.

- Bill prepared by the contractor. **Invoice should be GST compliant**

- Material reconciliation statement.
 - Measurement Book.
 - The site order Book.
 - The hindrances register.
 - Details of recoveries/penalties for delays, damages to Departmental/Third party properties as per provisions of the contract. In case no recovery is to be made, NIL report needs to be submitted.
 - Details of empty cable drums cost which needs to be recovered from the bill.
- 11.1.2.(2).The Divisional Engineer shall exercise the prescribed checks on the bills and accord necessary certificates on the bills. The Divisional Engineer shall retain the third copy of the bill along with photocopies of other documents not available in his estimate file and send first and second copies of the bill, measurement book and other documents submitted by SDE along with the bills as above to the Engineer-in charge for processing and final payment.
- 11.1.2.(3). O/o Work order Issuing Authority shall process the bills in the estimate file of the concerned work and scrutinize the bills vis-à-vis work order issued, sanctioned provisions in the estimate etc. The office cell shall also scrutinize the bill to recover all the liabilities of the contractor and statutory taxes. The bill shall be passed, after necessary scrutiny by Works Section, by the officer competent to pass the final bill. **GST shall also be applicable for any deductions or penalties imposed by BSNL.**

11.2 Procedure for payment for substandard works:

- 11.2.1 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 of 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.
- 11.2.2 **Timely action by Site-In-charge: Timely reporting and action, to a great extent, can prevent occurrence of substandard work, which will be difficult or impossible to rectify later on. It is incumbent on the part of Site-In-charge 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 substandard 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 by Divisional Engineer in-charge in writing during the progress of work asking the contractor to rectify/replace/remove the substandard item of work and also define 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 substandard items, the defects shall be got rectified/replaced/removed departmentally or through some other agency at the risk and cost of the contractor.

- 11.2.3 Non-reporting of the substandard work in time on the part of Site In charge (s) shall not in any way entitle the contractor to claim that the defects were not pointed out during execution and as such the contractor cannot be absolved of the responsibility for substandard work and associated liabilities.
- 11.2.4 **Authority and Procedure to accept substandard work and payment thereof:** There may be certain items of work pointed out as substandard which may be difficult to rectify and in the opinion of the Tender Issuing Authority, the items in question will not materially deteriorate the quality of service provided by the construction, Tender Issuing Authority shall appoint committee to work out the reduced rates payable to the contractor for such substandard work. The committee shall constitute one Divisional Engineer other than the one who is directly in-charge of Cable Construction involving substandard items of work, as Chairman and one SDE and an Accounts Officer as members. The committee shall take into account the approximate cost of material/work pointed out as substandard and recommend the rates payable for substandard work which shall not exceed 60% of the approved rates of the item in question.
- 11.2.5 Record of substandard work: The items adjudged as substandard shall be entered into the measurement book with red ink.
- 11.3 **No claim for delayed payment due to dispute etc:** No claim for interest or damage will be entertained or be payable by the BSNL in respect of any amount or balance which may be lying with the BSNL owing to any dispute, difference or misunderstanding between the parties or in respect of any delay or omission on the part of the Engineer in charge in making intermediate or final payments or in any other respect whatsoever.

12. PRICES

- 12.1 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.
- 12.2 Price once fixed will remain valid for the period of contract. Increase and decrease of GST will not affect the price during this period.
- 12.3 The contractor shall not assign, sub contract or subject the whole or any part of the works covered by the contract, under any circumstances.

13. CHANGES IN WORK ORDERS

- 13.1 The BSNL 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 the PGM SOUTH, BSNL CHTD, the contractor is not executing the work at the required space.

- 13.2 The BSNL may, at any time, by a written order given to a Contractor, make changes within the general scope of the contract in any one or more of the following:

1. specifications,;
2. the method of Execution;
3. the services to be provided by the Contractor.

13.3 If any such change causes an increase or decrease in the cost of, or the time required for the execution of the contract an equitable adjustment shall be made in the contract price and the contract shall accordingly be amended. Any proposal by the supplier for adjustment under this clause must be made within thirty days from the date of the receipt of the change in order.

14. PROCEDURE FOR PREPARATION AND SETTLEMENT OF BILLS :

14.1 The bill for the work carried out will be settled work order wise. The contractor will be responsible to submit the bills in time, prepared accurately, giving all details to facilitate early payment. The bills should be prepared and submitted by the contractor to the JTO/SDE in charge in the following conditions:

1. The bills should be submitted in triplicate signed by the contractor.
2. Nature of work has to be mentioned clearly in the bill. (new construction or maintenance)
3. Details of the quantity and nature of each item of work as well as the stipulated rates are to be given.
4. The bills are to be submitted through the concerned Junior Telecom Officer or Sub Divisional Engineer in charge of the work.
5. The dates of execution of works and the date of completion are to be noted. Bill No. and date should invariably be furnished.

14.2 Each claim bill of the contractor should accompany

1. list showing the details of labourers/employees engaged,
2. Duration of their employment,
3. The amount of wages paid to such labourers/employees.
4. Copies of authenticated documents of payments of EPF contributions to EPF authorities (both Employer's and Employees' contribution) and
5. A declaration from the contractor regarding compliance of the conditions of EPF Act 1952F.

14. 3 The bills should be submitted within 30 days of completion of work.(Delayed submission of bills Up to 2 months DGM's Power and upto 6 Months PGM's Power can be accepted) The SDE in charge of work shall submit the final bill received from the contractor to the Divisional Engineer, in-charge of work along with Material reconciliation statement, Details of recoveries/ penalties for delays, damages to BSNL/ Third party properties as per provisions of the contract and in case no recovery is to made, NIL report needs to be submitted. Income tax as per rules will be deducted from the bills and remitted to Income Tax Department. Work contract tax at the prescribed rates will be recovered if applicable and remitted to Tax Department.

15. DELAYS IN THE SUPPLIER'S PERFORMANCE (Penalty)

- 15.1 The time allowed for completion of the work as entered in the tender shall be strictly adhered by the contractor and shall be deemed to be the most important aspect of the contract on the part of the contractor and shall be reckoned from Seventh day from issue of work order by the Corporation or an earlier day if specified in the work order or Part – I. 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 0.10 percent of the work order cost per day of delay in completion of work, subject to a maximum of 12 (twelve) percent of the cost of the work awarded.
- 15.2 On any date the penalty payable as above, reaches 12(twelve) 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.
- 15.3 Penalty for delay in completion of the work shall be recoverable from the bills of the contractor and/or from the bills of any other contract or at the time of final settlement of bills on completion of work.
- 15.4 In case of slow progress of the work in a route which have been awarded to a particular contractor, and the public interest does not permit extension of time limit for completion of work, the PGM SOUTH BSNL CHTD will have the full right to order that the scope of the contractor 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. All such payments shall be recovered from the contractor's pending bills or security deposit.
- 15.5 The PGM SOUTH BSNL CHTD 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.
- 15.6 Principal General Manager (South), NWO CFA, BSNL, Chennai reserves the right to award any route to any contractor according to the priority of work. If any contractor fails to complete the work awarded within the stipulated time, BSNL reserves the right to award the work to other approved contractor, at the approved rate, based on performance.
- 15.7 To ensure progress during the execution of work and to cause minimum inconvenience to the public, the contractor shall not be keep open the trench for more than 4 days for erecting the posts. In the event of contractor failing to comply with, these conditions, a penalty of recovery up to Rs.300/- per day the trench is kept open beyond the time limit allowed may be imposed by the BSNL. This penalty will be in addition to that payable for delay or slow work.
- 15.8 If any such penalty is levied on a contractor for more than 2 occasions, then his/her contract could be terminated. In this regard the decision of PGM(SOUTH) BSNL CHTD shall be final and binding.

16. CIRCUMSTANCES FOR RESCISSION OF CONTRACT:

Under the following conditions the competent authority may rescind the contract.

1. If the contractor commits breach of any item of terms and conditions of the contract.
 2. If the contractor suspends or abandons the execution of work and the engineer in-charge of the work comes to conclusion that work could not be completed by the due date for completion or the contractor had already failed to complete the work by that date.
 3. 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.
- 16.1 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:
- 16.1.1 The unused material (Supplied by the Corporation) available at site, shall be transported back by the Corporation 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.
- 16.2 Upon rescission/termination of the contract, the contractor/LCO shall be debarred from participating in any of the tenders pertaining to the BA. The unexecuted work will be got completed by any other contractor, approved in the BA
- 16.3 The concerned DE has to give value of work done which will be final and conclusive against the contractor, provided always that action shall only be taken after giving notice in writing to the contractor.
- 16.4 The Corporation 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 BSNL.
- 16.5 The BSNL 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.
- 16.6 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 BSNL or as the BSNL may direct.
- 16.7 The BSNL may, at its option, cancel or omit the execution of one or more items of work under this contract and any part of such items without any compensation whatsoever to the contractor.
- 16.8 The concerned DE 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 for 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 final notice along with a detailed report to the competent authority who had accepted the contract.

16.9 The final notice for rescission of contract to the contractor shall expressly state the precise date and time from which the rescission would become effective. The following safe guards shall be taken while issuing the final notice:

1. 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 Corporation.
2. 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.
3. No new construction beneficial to the contractor shall be allowed.
4. Adequate security arrangement by the Corporation 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.

16.10 The contractor shall at all times hold the BSNL harmless and indemnify from against all action, suits, proceedings, works, costs, damages, charges claims and demands of every nature and descriptions, brought or procured against the BSNL, its officers and employees and forthwith upon demand and without protect or demur to pay to the BSNL any and all losses and damages and cost (inclusive between attorney and client) and all costs incurred in endorsing this or any other indemnity or security which the BSNL may now or at any time have relative to the work or the contractors obligation or in protecting or endorsing its right in any suit on other legal proceeding, charges and expense and liabilities resulting from or incidental or in connection with injury, damages of the contractor or damage to property resulting from or arising out of or in any way connected with or incidental to the operations caused by the contract documents. In addition the contractor shall reimburse the BSNL or pay to the BSNL forthwith on demand without protect or demur all cost, charges and expenses and losses and damages otherwise incurred by it in consequences of any claim, damages and actions which may be brought against the BSNL arising out of or incidental to or in connection with the operation covered by the contractor.

16.11 The contractor shall at his own cost at the BSNL's request defend any suit or other proceeding asserting a claim covered by this indemnity, but shall not settle, compound or compromise any suit or other finding without first consulting the BSNL.

17. FORCE MAJEURE

17.1 If, at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reasons of any war or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of

God (hereinafter referred to as events) provided notice of happenings of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any claim for damages against other in respect of such non-

performance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such an event come to an end or cease to exist, and the decision of the BSNL as to whether the deliveries have been so resumed or not shall be final and conclusive. Further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reasons of any such event for a period exceeding 60 days, either party may, at its option, terminate the contract.

17.2 Provided, also that if the contract is terminated under this clause, the BSNL shall be at liberty to take over from the Supplier at a price to be fixed by the BSNL, which shall be final, all unused, undamaged and acceptable materials, bought out components and stores in course of manufacture which may be in possession of the Supplier at the time of such termination or such portion thereof as the BSNL may deem fit, except such materials, bought out components and stores as the Supplier may with the concurrence of the BSNL elect to retain.

18. TERMINATION FOR DEFAULT

18.1 The BSNL may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the supplier, terminate this contract in whole or in part

- (a) if the supplier fails to deliver any or all of the goods within the time period(s) specified in the contract, or any extension thereof granted by the BSNL pursuant to clause 15;
- (b) if the supplier fails to perform any other obligation(s) under the Contract; and
- (c) if the supplier, in either of the above circumstances, does not remedy its failure within a period of 15 days (or such longer period as the BSNL may authorize in writing) after receipt of the default notice from the BSNL.

18.2 In the event the BSNL terminates the contract in whole or in part pursuant to Para 18.1 the BSNL may procure, upon such terms and in such manner as it deems appropriate, goods similar to those undelivered and the supplier shall be liable to the BSNL for any excess cost for such similar goods. However, the supplier shall continue the performance of the contract to the extent not terminated.

19. TERMINATION FOR INSOLVENCY

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

20. ARBITRATION

20.1 ARBITRATION (Applicable in case of supply orders/Contracts with firms, other than Public Sector Enterprise)

Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, in connection with construction, meaning, operation, effect, interpretation of the contract or breach thereof which parties unable to settle mutually, the same shall be referred to Arbitration as provided hereunder:

- (1) A party wishing to commence arbitration proceeding shall revoke Arbitration Clause by giving 60 days' notice to the designated officer of the other party. The notice invoking arbitration shall specify all the points of disputes with details of the amount claimed to be referred to arbitration at the time of invocation of arbitration and not thereafter. If the claim is in foreign currency, the claimant shall indicate its value in Indian Rupee for the purpose of constitution of the arbitral tribunal.
- (2) The number of the arbitrators and the appointing authority will be as under:

Claim amount (excluding claim for counter claim, if any)	Number of arbitrator	Appointing Authority
Upto Rs. 5 crores	Sole Arbitrator to be Arbitrators of BSNL.	BSNL
Above Rs. 5 crores	3 Arbitrators	One arbitrator by each party and the 3 ^d arbitrator, who shall be the presiding Arbitrator, by the two arbitrators. BSNL will appoint its arbitrator from its panel.

- (3) Neither party shall appoint its serving employee as arbitrator.
- (4) If any of the Arbitrators so appointed dies, resigns, becomes incapacitated or withdraws for any reason from the proceedings, it shall be lawful for the concerned party/arbitrators to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor had left it both parties consent for the same; otherwise, he shall proceed de novo.
- (5) Parties agree that neither party shall be entitled for any pre-reference or pendent elite interest on its claims. Parties agree that any claim for such interest made by any party shall be void.
- (6) Unless otherwise decided by the parties, Fast Track procedure as prescribed in Section 29 B of the Arbitration Conciliation Act, 1996 for resolution of all disputes shall be followed, where the claim amount is up to Rs. 5 crores.

[29B. Fast track procedure — (1) Notwithstanding anything contained in this Act, the parties to an arbitration agreement, may, at any stage either before

or at the time of appointment of the arbitral tribunal, agree in writing to have their dispute resolved by fast track procedure specified in sub-section (3).

(2) The parties to the arbitration agreement, while agreeing for resolution of dispute by fast track procedure, may agree that the arbitral tribunal shall consist of a sole arbitrator who shall be chosen by the parties.

(3) The arbitral tribunal shall follow the following procedure while conducting arbitration proceedings under sub-section (1):-

- (a) The arbitral tribunal shall decide the dispute on the basis of written pleadings, documents and submissions filed by the parties without oral hearing,.*
- (b) The arbitral tribunal shall have power to call for any further information or clarification from the parties in addition to the pleadings and documents filed by them;*
- (c) An oral hearing may be held only, if, all the parties make a request or if the arbitral tribunal considers it necessary to have oral hearing for clarifying certain issues;*
- (d) The arbitral tribunal may dispense with any technical formalities, if an oral hearing is held, and adopt such procedure as deemed appropriate for expeditious disposal of the case.*

(4) The award under this section shall be made within a period of six months from the date the arbitral tribunal enters upon the reference.

(5) if the award is not made within the period specified in sub-section (4), the provisions of sub- sections (3) to (9) of Section 29 A shall apply to the proceedings.

(6) The fees payable to the arbitrator and the manner of payment of the fees shall be such as may be agreed between the arbitrator and the parties.]

(7) The arbitral tribunal shall make and publish the award within time stipulated as under:

Amount of Claims and Counter Claims	Period for making and publishing of the award (counted from the date the arbitral tribunal enters upon the reference)
Up to Rs. 5 crores	Within 6 months (Fast Track procedure)
Above Rs. 5 crores	Within 12 months

However, the above time limit can be extended by the Arbitrator for reasons to be recorded in writing with the consent of parties and in terms of provisions of the Act.

(8) In case of arbitral tribunal of 3 arbitrators, each party shall be responsible to make arrangements for the travel and stay, etc. of the arbitrator appointed by it. Claimant shall

also be responsible for making arrangements for travel/stay arrangements for the Presiding Arbitrator and the expenses incurred shall be shared equally by the parties.

In case of sole arbitrator, BSNL shall make all necessary arrangements for his travel/stay and the expenses incurred shall be shared equally by the parties.

- (9) The Arbitration proceeding shall be held at New Delhi or Circle or SSA Headquarter (as the case may be).
- (10) Subject to the aforesaid conditions, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof shall apply to the arbitration proceedings under this clause.

20.2. Following Arbitration Clause may be incorporated in Contracts POs, APOs, Tenders, Eols, etc. between BSNL and Central/State Government (s) as the case may be in terms of DPE guidelines for settlement of commercial disputes between Public Sector Enterprises inter-se and Public Sector Enterprise(s) and Government Department(s) through Permanent Machinery of Arbitrators (PMA) in the Department of Public Enterprises.

In the event of any dispute or difference relating to the interpretation and application of the provisions of the contracts, such dispute or difference shall be referred by either party for Arbitration to the sole Arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary/Additional Secretary, when so authorized by the Law Secretary, whose decision shall bind the Parties finally and conclusively. The Parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.

Further, with regard to already signed/existing contracts, existing Arbitration clause for sole arbitrator can be invoked in case the parties waive, subsequent to disputes having arisen between them, the applicability of sub-section (5) of section 12 by an express agreement in writing.

20.3 Applicable Law and Jurisdiction

- (a) The supply order for Goods 'or' Services, including all matters connected with this supply order shall be governed by the Indian law both substantive and procedural, for the time being in force and shall be subject to the exclusive jurisdiction of Indian Courts at the place from where the Purchase Order has been placed.
- (b) Foreign companies, operating in India or entering into Joint Ventures in India, shall have to obey the law of land and there shall be no compromise or excuse for the ignorance of the Indian legal system in any way.

20.4 If any of the Arbitrators so appointed dies, resigns, becomes incapacitated or withdraws for any reason from the proceedings, it shall be lawful for the

concerned party/arbitrators to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference for the state where his predecessor had left it both parties consent for the same; otherwise, he shall proceed de novo.

20.5 Parties agree that neither party shall be entitled for any pre-reference or pendent elite interest on its claims. Parties agree that any claim for such interest made by any party shall be void.

20.6 In case of sole arbitrator, BSNL shall make all necessary arrangements for the travel/stay and the expenses incurred shall be shared equally by the parties.

20.7 The arbitration proceedings shall be held at New Delhi or Circle or SSA Headquarter (as the case may be)

21. SET OFF :

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

22. FALL CLAUSE

22.1 The prices once fixed will remain valid during the scheduled delivery period except for the provisions in clause 12.1 of Section-5A. Further, if at any time during the contract

(a) It comes to the notice of BSNL regarding reduction of price for the same or similar cable;

And / or

(b) The prices received in a new tender for the same or similar cable are less than the prices chargeable under the contract.

22.2 The BSNL, for the purpose of delivery period extension, if any, will determine and intimate the new price, taking into account various related aspects such as quantity, geographical location etc., and the date of its effect for the balance quantity/ service to the vendor. In case the vendor does not accept the new price to be made applicable during the extended delivery period and the date of its effect, the BSNL shall have the right to terminate the contract without accepting any further supplies. This termination of the contract shall be at the risk and the responsibility of the supplier and the BSNL reserves the right to purchase the balance unsupplied quantity/ service at the risk and cost of the defaulting vendor besides considering the forfeiture of its performance security.

22.3 The vendor while applying for extension of time for delivery of equipment/services, if any, shall have to provide an undertaking as "We have not reduced the sale price, and/ or offered to sell the same or similar equipment/ service to any person/ organization including Department of central/state Government or any central/ state PSU at a price lower than the price chargeable under the contract for scheduled delivery period."

22.4 .In case under taking as in Clause 24.3 is not applicable, the vendor will give the details of prices, the name(s) of BSNL, quantity etc. to the BSNL, while applying extension of delivery period.

23. COURT JURISDICTION:

Any dispute arising out of the tender/ bid document/ evaluation of bids/ issue of APO shall be subject to the jurisdiction of the competent court at the place from where the NIT/ tender has been issued.

24. DAMAGE TO CABLE OWNED BY BSNL AND CABLE/UTILITIES OF OTHER AGENCIES :

During excavation of trench utmost care is to be taken by the contractor, so that the existing underground cables/ utilities are not damaged or cut.

In case any damage/cut is done to the existing cables owned by BSNL, a penalty as per the schedule given below will be charged from the contractor or the amount will be deducted from his running bills.

Size of existing cables cut/ Damaged	Amount of Penalty per cut/ damages
1. Up to 100 pairs cable	Rs. 500.00(Five Hundred)
2. Above 100 pairs & up to 400 pairs	Rs. 1,000.00(One thousand)
3. Above 400 pairs	Rs. 2,000.00 (Two thousand)
4. OF cable of any size	Rs 50000.00(Fifty Thousand)
5. 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 or any other amount with BSNL.	

25. STORES:

The contractor while taking delivery of materials supplied by the BSNL at the designated place of respective zones shall thoroughly inspect all items before taking them over. In case of execution of the work, if any materials are found damaged/working unsatisfactorily, then a penalty equivalent to the cost of material plus (+) 17.5 % as penalty shall be recovered from the contractor's payment/securities.

However, contractor will not be penalised for any defect in workmanship of the materials, which shall be taken up separately with the supplier of the stores.

26 INDEMNITIES :

- 26.1 The contractor shall at all times hold the BSNL harmless and indemnify BSNL from and against all action, suits, proceedings, works, cost, damages, charges claim and demands of every nature and descriptions, brought or procured against the BSNL, its officers and employees and forthwith upon demand and without protest or demur to pay to the BSNL any and all losses and damages and cost (inclusive between attorney and client) and all costs incurred in endorsing this or any other indemnity or security which the BSNL may now or at any time have relative to the work or the contractors obligation or in protecting or endorsing its right in any suit on other legal proceeding, charges and expense and liabilities resulting from or

incidental or in connection with injury, damages of the contractor or damage to property resulting from or arising out of or in any way connected with or incidental to the operations caused by the contract documents. In addition, the contractor shall reimburse the BSNL or pay to the BSNL forthwith on demand without protest or demur all cost, charges and expenses and losses and damages otherwise incurred by it in consequences of any claim, damages and actions which may be brought against the BSNL arising out of or incidental to or in connection with the operation covered by the contractor.

- 26.2 The contractor shall at his own cost at the BSNL's request defend any suit or other proceeding asserting a claim covered by this indemnity, but shall not settle, compound or compromise any suit or other finding without first consulting the BSNL.

27. LIQUIDATED DAMAGES/PENALTY CLAUSE:

27.1 Liquidated Damages clause for Delays in the contractor's performance:

- 27.1.1 The time allowed for completion of the work as per work order shall be strictly adhered by the contractor and shall be deemed to be the most important aspect of the contract on the part of the contractor and shall be reckoned from Seventh day from issue of work order by the BSNL. The work shall, throughout the stipulated period of contract, be proceeded with all due diligence to achieve the desired progress uniformly, and the contractor shall pay as LD for delay in execution of the work @ 0.5 % for each week of delay or part thereof, for a period up to ten weeks and thereafter @ 0.7 % for each week of delay or part thereof for another ten weeks subject to a maximum of 12 % of the cost of the work allotted as per the **work order**.
- 27.1.2 On any date, if the LD payable as above, reaches 12 (twelve) percent of the cost of the work
order, the competent authority reserves the right to short close the work order and get the remaining work done at the risk and cost of the contractor. The days on which work is not done due to reasons beyond the control of contractor, such as natural calamities, law & order situation etc., will not be accounted for in imposing the LD.
- 27.1.3 LD 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.
- 27.1.4 In case of slow progress of the work in a section which has been awarded to a particular contractor, if the public interest does not permit extension of time limit for completion of the work, then Tender Issuing Authority will have the full right to order that the scope of the contract may be restricted to such fraction of the work and get the balance work 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 payments shall be recovered from the contractor's pending bills or security deposit.
- 27.1.5 The Tender Issuing Authority **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 or as the time permitted by the competent authority.

SECTION-6 (A)
UNDERTAKING & DECLARATION

6(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 LOA/ 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:

Place:

.....

Signature of Tenderer

Name of

Tenderer

Along with date & Seal

6(B) – NEAR-RELATIONSHIP CERTIFICATE:

"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."

Signature of the
tenderer

With date and seal

SECTION- 7
PROFORMAS

7(A) For the BIDSECURITY/ EMD Guarantee
(To be typed on Rs.100/- non-judicial stamp paper)

Sub: Bid Security/EMD guarantee.

Whereas M/s.....R/o.....(Hereafter referred to as Bidder) has approached us for giving Bank Guarantee of Rs./- (hereafter known as the

“B. G. Amount”) valid up to/...../ 20..... (Hereafter known as the “Validity date”) in favour of

Dy. General Manager,(South West) BSNL, Chennai Telephones,(Hereafter referred to as BSNL) for participation in the tender of work of.....vide tender

no.Now at the request of the Bidder, WeBank.....Branchhaving

.....Address) and

Regd. Office address as (Hereinafter called “the Bank”) agrees to give this guarantee as hereinafter contained:

2. We the Bank do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the BSNL stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the BSNL by reason of breach by the said bidder(s) of any of terms or conditions contained in the said Agreement or by reason of the bidder (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 the BSNL in these counts shall be final and binding on the bank. However, our liability under this guarantee shall be restricted to an amount not exceeding the “B. G. Amount”.
3. We undertake to pay to the BSNL any money so demanded notwithstanding any dispute or disputes raised by the bidder(s) in any suit or proceeding 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 bidder(s) shall have no claim against us for making such payment.
4. We 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 under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till BSNL Certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said bidder(s) and accordingly discharge this guarantee. Unless a demand or claim under this guarantee is made on us in writing or before the expiry of Validity date from the date hereof, we shall be discharged from all liability under this guarantee thereafter.

5. We the Bank further agree with the BSNL that the BSNL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said bidder(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the BSNL against the said bidder(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Bidder(s) or for any forbearance, act or omission on the part of the BSNL or any indulgence by the BSNL to the said bidder(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. Notwithstanding anything herein contained ;
 - (a) The liability of the Bank under this guarantee is restricted to the "B. G. Amount" and it will remain in force up to its Validity date specified above.
 - (c) The guarantee shall stand completely discharged and all rights of the BSNL under this Guarantee shall be extinguished if no claim or demand is made on us in writing on or before its validity date.
7. In case BSNL demands for any money under this bank guarantee, the same shall be paid through banker's Cheque in favour of "AO (Cash) BSNL, Chennai 600032" payable at Chennai .
8. The Bank guarantees that the below mentioned officer who have signed it on behalf of the Bank have authority to give this guarantee under its delegated power.

Place:

Date
:

(Signature of the Bank Officer)

Rubber stamp of the bank

Authorized Power of Attorney Number:.....
 Name of the Bank officer:.....
 Designation:.....
 Complete Postal address of
 Bank:.....

 TelephoneNumbers
 Fax numbers.....

7(B) For the Performance Guarantee
(To be typed on Rs.100/- non-judicial stamp paper)

Dated:.....

Sub: Performance guarantee.

Whereas Dy. General Manager (South West), BSNL, Chennai Telephones, R/O..... (hereafter referred to as BSNL) has issued an APO no.....Dated/...../20.....awarding the work of..... To M/s..... R/o(hereafter referred to as "Bidder") and BSNL has asked him to submit a performance guarantee in favour of Dy. General Manager BSNL, Chennai Telephones of Rs.- (hereafter referred to as "P.G Amount") valid up to/...../20.....(hereafter referred to as "Validity Date")

Now at the request of the Bidder, we.....
Bank.....Branch.....having
.....(Address)

And Regd. office address as (Hereinafter called "the Bank") agreed to give this guarantee as hereinafter contained:

2. We, "the Bank" do hereby undertake and assure to the BSNL that if in the opinion of the BSNL, the Bidder has in any way failed to observe or perform the terms and conditions of the said agreement or has committed any breach of its obligations thereunder, the Bank shall on demand and without any objection or demur pay to the BSNL the said sum limited to P.G. Amount or such lesser amount as BSNL may demand without requiring BSNL to have recourse to any legal remedy that may be available to it to compel the Bank to pay the same.
3. Any such demand from the BSNL shall be conclusive as regards the liability of Bidder to pay to BSNL or as regards the amount payable by the Bank under this guarantee. The Bank shall not be entitled to withhold payment on the ground that the Bidder had disputed its liability to pay or has disputed the quantum of the amount or that any arbitration proceeding or legal proceeding is pending between Bidder and BSNL regarding the claim.
4. We, the Bank further agree that the guarantee shall come into force from the date of its issue and shall remain in full force and effect up to its Validity date.
5. The Bank further agrees that the BSNL shall have the fullest liberty without the consent of the Bank and without affecting in any way the obligations hereunder to vary any of the terms and conditions of the said agreement or to extend the time for performance of the said agreement from any of the powers exercisable by BSNL against the Bidder and to forebear to enforce any of the terms and conditions relating to the said agreement and the Bank shall not be relieved from its liability by reason of such failure or extension being granted to Bidder or through any forbearance, act or omission on the part of BSNL or any indulgence by BSNL to Bidder or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of relieving or discharging the guarantor.

6. Notwithstanding anything herein contained ;
 - (a) The liability of the Bank under this guarantee is restricted to the P.G. Amount and it will remain in force up to its Validity date.
 - (b) The guarantee shall stand completely discharged and all rights of the BSNL under this Guarantee shall be extinguished if no claim or demand is made on us in writing on or before its validity date.
7. In case BSNL demands for any money under this bank guarantee, the same shall be paid through banker's Cheque in favour of "AO (Cash) BSNL CO" payable at Chennai .
8. The Bank guarantees that the below mentioned officer who have signed it on behalf of the Bank have authority to give this guarantee under its delegated power.

Place:

Date

:

(Signature of the Bank Officer)

Rubber stamp of the bank

Authorized Power of Attorney Number:.....

Name of the Bank officer:.....

Designation:.....

Complete Postal address of

Bank:.....

.....

TelephoneNumbers

Fax Numbers.....

7 (C) For Letter of Authorization for attending Bid Opening Event.

(To be typed preferably on letter head of the company)

Subject: Authorization for attending Bid opening

I/ We Mr. / Ms. have submitted our bid for the tender
no.

..... in respect of (Item of
work)which is due to open on (date) in the, O/o
.....

We hereby authorize Mr. / Ms.&
Mr. / Ms..... (alternative) whose signatures are attested below, to attend the
bid opening for the tender mentioned above on our behalf.

.....
Signature of the Representative

..... Signature of Bidder/ Officer authorized to
sign
Name of the Representative on behalf of the Bidder

Signature of the alternative Representative
.....
Name of the alternative Representative

Above Signatures Attested

Note

- 1: Only one representative will be permitted to attend the Bid opening
2. Permission for entry to the hall where bids are opened may be refused in case authorization as prescribed above is not received.

--	--	--	--	--	--	--	--	--	--

GST Reg. No. :

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Income Tax Exemption details:

IT exemption no. :

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

 IT exemption rate :

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

IT Exemption date :

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

IT exemption date from :

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

 IT exemption date to :

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Excise Details:

Excise reg. no. :

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Excise Range :

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Excise Division :

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Excise Commissionerate :

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Payment Transaction/Bank Details:

Bank Country :

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Bank Name :

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Bank Address :

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Bank A/c No :

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Bank IFSC :

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Account holder's Name :

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Type of Account : Savings(10) ☐ Current(11) ☐

SWIFT Code :

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

(for Foreign Vendors)

IBAN :

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

(for Foreign Vendors)

(Enclose a blank Cheque / a photocopy of the Cheque to verify A/c No. & Bank details)

Industry Status:

Micro/ SSI Status : Yes ☐ No ☐

1. I/We hereby authorize BSNL to make all payments to us by cheque /direct credit to our bank account details which are specified above.
2. I/We hereby authorize BSNL to deduct bank charges applicable for such direct bank payments.

Note: 1. If PAN is not provided, TDS @20% will be deducted wherever applicable.
 2. If Excise Registration/Service Tax Registration/VAT Registration Number is not provided, then the taxes will not be paid wherever applicable.
 3. If Bank Particulars are not provided, the payment will be made by Cheque only.
 4. If the relevant documents for Micro/SSI status are not provided, then the relevant exemptions will not be given.

Company / Vendor Authorized Signatory / Designation

Date:

Company Seal

(For Office Use)

Vendor Account Group : Payment Method :

TDS Type - Invoice : TDS Code - Invoice :

Checked by:	Authorized by (Finance)	SAP Vendor Master Created on	SAP Vendor Code

7(E) AGREEMENT

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

The successful tenderer shall have to execute the following agreement:

* This agreement made on thisday of.....(month).....
year

between M/s.....“herein after called The Contractor”(which expression shall unless excluded by or repugnant to the context, include his successors, heirs, executors, administrative representative and assignee) of the one part & the BSNL of other part.

Whereas the contractor has offered to enter into contract with the said BSNL for the laying of Aerial OF cable including supply, erection and testing for providing FTTH connections in Chennai –South Business Area (DGM South West)on the terms and conditions herein contained and the rates approved by the BSNL (copy of rates annexed) have been duly accepted and whereas 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 deposit.

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 carryout, by means of labours employed at his own expenses and by means of tools, implements and equipment etc. to be supplied by him to his labour at his own expenses, all works as described in tender documents (annexed to the agreement), when the BSNL or any other persons authorized by the PGM SOUTH BSNL CHTD, 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 exigent of service.

2. The NIT (Notice inviting tender), Bid document, letter of intent, approved rates, annexed hereto and such other additional particulars, instructions, work order 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 work within the time prescribed in the work order.

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 etc. stipulated in the tender document including any

correspondence between the contractor and the BSNL having bearing on execution of work and payments of work to be done under the contract.

6. The cost of damages caused to public, private, BSNL Utilities or properties and life shall be borne by the contractor.

In witness whereof the parties presents have here into 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 (Address & Signature)

- 1.
- 2.

Signed sealed & delivered
on behalf of the Principal General Manager(South), NWO CFA, BSNL, Chennai Telephones

by the

Witness : (Address & Signature)

- 1.
- 2.

7 (F) CERTIFICATE
(For Tender document downloaded from Internet)

I/We hereby declare that the tender
document

Submitted has been downloaded from the website and no addition/deletion/correction has
been made in the downloaded tender document. I also declare that I have enclosed DD for
Rs.590/-towards the cost of bid document along with the tender.

Signature of Tenderer:

Name& Address

SECTION- 8
Part A
Bidder's profile & Questionnaire.

General:

Paste Color
Passport size
photograph of
the tenderer /
authorized
signatory
holding power
of Attorney
and having

1. Name of the tenderer / firm_____
2. Name of the person submitting the tender whose photograph is affixed and who possesses the Digital Signature Certificate (DSC).

(a) Shri/Smt_____

(b) DSC Issuing Agency.....

(In case of Proprietary / Partnership firms/Company, the tender has to be digitally signed by Proprietor /Partner(s)/authorized signatory only, as the case may be)

3. Address of the firm

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

4. Correspondence Address

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

5. Tel.no. (with STD code) (O).....
(Fax).....(R).....

6. Mobile No: ----- email-id:-----

(Note: These contact details shall be used to communicate with the tenderer / contractor and any communication sent there on shall be taken as proper communications under this contract)

7. Registration & incorporation particulars of the firm(Tick as applicable):

I. Proprietorship Limited (ii) Partnership (iii) LLP (iv) Private Limited (v) Public Limited

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

8. Name of Proprietor/ Partners/ Directors

.....
.....
...
9. Tenderer's Bank Details:

- a. Name of Bank.....
b. Name of Branch.....City.....
c. Branch Code.....
d. IFSC Code.....

10. Permanent Income Tax Account Number (PAN),

Income Tax circle.....

11. EPF registration number.

12. ESI registration number.....

13. Goods and Service Tax (GSTIN) registration
No.....

14. Whether Micro or Small Enterprises (MSEs)? (Yes/No):.....

If yes, the purpose of Business for which registered.

Validity: from..... to.....

Monetary Limit.....

Type of Work

15. Infrastructural capabilities of the bidder:

Man power

- a) No of trained supervisors -----
b) No. of Trained splicers -----
c) Capacity of engaging mazdoors per day

Place: Signature of tenderer / Authorized signatory.....

Date: Name of the tenderer.....

Seal of the Tenderer

SECTION-9

**Part-A
BID FORM**

To

From,

**Principal General Manager (South),
NWO CFA,BSNL Chennai Telephones,
No: 40E, CIPET ROAD, T.V.K. Industrial Estate,
Guindy, Chennai-600 032**

Bidder's Reference No:.....Dated.....

Ref: :Tender/Aerial OFC Construction /FTTH/CHTDSBA/ 2019-20 Dated 01.04.2019

1. Having examined the above mentioned tender enquiry document including amendment/ clarification/ addenda receipt of which is hereby duly acknowledged, we, the undersigned, offer to execute the work of Aerial Optical Fibre laying for FTTH connections in South Business area excluding CPT SSA conformity with the said conditions of contract and specifications for the sum shown in the Financial Bid attached herewith and made part of the Bid.
2. Bid submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.
3. We agree to abide by this Bid for a period of 180 days from the date fixed for Bid opening or for subsequently extended period, if any, agreed to by us. This bid shall remain binding upon us up to the aforesaid period.
4. We understand that you are not bound to accept the lowest or any bid, you may receive.
5. If our Bid is accepted, we will provide you with a performance guarantee from a Scheduled Bank for a sum @ 5% of the contract value for the due performance of the contract.
6. If our Bid is accepted, we undertake to complete delivery of all the items and perform all the services specified in the contract in accordance with the delivery schedule specified in the Section-2 (Tender Information).
7. Until a formal Purchase Order of Contract is prepared and executed, this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.

Dated: day of 2018

Signature

Witness

Name

Signature.....

In the capacity of

Name -----

Duly authorized to sign the bid for and on behalf of

-

Address.....

.

SECTION – 9
Part B
Price Schedule (Financial Bid)

To

**Principal General Manager (South),
NWO CFA,BSNL Chennai Telephones,
No: 40E, CIPET ROAD,
T.V.K. Industrial Estate,
Guindy, Chennai–600 032**

Sub. : Financial Bid for Aerial Optical Fibre Cable Construction for Provision & Maintenance OF FTTH connections of South Business Area CHTD

Dear Sir,

Having examined the tender documents, terms and conditions stipulated therein specifications of work etc., we the undersigned offer to execute the Aerial Optical Fibre Cable Construction for Provision & Maintenance of FTTH connections works in South Business area in conformity with the said specifications and conditions of contract at the percentage (at par/above) on standard schedule of rates in Section3 Part C Annexure 1 & 2 quoted as under.

Financial Bid	
Name of the Bidder	
w.r.to standard scheduled rates at Section3 Part C Annexure 1 & 2(Basic Rate)	Quotation In Percentage Only
AT PAR (Value Zero only) (In Figures Percentage)	0.00%
AT PAR (Value Zero only) (In words)	ZERO ONLY
OR	
ABOVE (Value shall be greater than Zero only) (In Figures Percentage)	
ABOVE (Value shall be greater than Zero only) (In words)	
<u>GST EXTRA AT THE GOVT. PREVAILING RATES WHEREEVER APPLICABLE</u> 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 180 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.	
Signature of Tenderer with date Name:	

APPENDIX-1

APPENDIX -1 to Section 4 Part A of referred at clause 32		
Sl.No	Defaults of bidder/Vendor	Action to be taken
A	B	C
1(a)	Submitting Fake/Forged	
	(a) Bank instruments with the bid to meet terms & condition of tender in respect of tender fee and /or EMD.	i) Rejection of tender bid of respective vendor
	(b) Certificate for claiming exemption in respect of tender fee and / or EMD and detection of default at any stage from receipt of bids till award of APO/ issue of PO/WO	ii) Banning of business for 3 years which implies barring further dealing with the vendor for procurement of goods & services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order.
		iii) Termination/Short closure of PO/WO ,If issued. This implies non-acceptance of further supplies/work & services except to make the already received material work/complete work in hand.
	Note 1:- However, in this case the performance guarantee if alright will not be forfeited	
	Note2:- Payment for already received supplies / completed work shall be made as per terms & conditions of PO/WO	
1(b)	Submitting fake/forged documents towards meeting eligibility criteria such as experience capability, supply proof, registration with sales tax departments etc and as supporting documents towards other items & conditions with the bid to meet terms condition of tender.	
	(i) If detection of default is prior to award of APO	i) if detection of default is prior to award of APO
	(ii) If detection of default after issue of APO but before receipt of PG/ SD (DD,BG etc.)	i) Cancellation of APO , ii) Rejection of Bid iii) Forfeiture of EMD
	(iii) If detection of default after receipt of PG/ SD (DD,BG etc.)	i) Cancellation of APO , ii) Rejection of Bid iii) Forfeiture of PG/SD However on realization of PG/ SD amount EMD, if not already released shall be returned
	(iv) If detection of default after issue of PO/WO	i) Termination/ Short Closure of PO/WO and Cancellation of APO ii) Rejection of Bid & iii) Forfeiture of PG/ SD. However on realization of PG/ SD amount,, if not released shall be returned.
	Note 3:- However, settle bills for the material received in correct quantity and quality if pending items do not affect working or use of supplied items.	

	Note 4:- No further supplies are to be accepted except that required to make the already supplied items work.
--	---

2	If vendor or his representative uses violent/ coercive means viz. Physical / Verbal means to threatens BSNL Executive / employees and/ or obstruct him from functioning in discharge of his duties & Responsibilities for the following	
	a) Obstructing functioning of tender opening executives of BSNL in receipt/ opening of tender bids from prospective Bidders, suppliers/ Contractors b) Obstructing/ Threatening other prospective bidders i.e. suppliers/ Contractors from entering the tender venue and/ or submitting their tender bid freely	Banning of business for 3 years which implies Barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order
3	Non-receipt of acceptance of APO/ AWO and SD/ PG by L-1 bidder within time period specified in APO/ AWO	Forfeiture of EMD
4.1	Failure to supply and/ or Commission the equipment and /or execution of the work at all even in extended delivery schedules, if granted against PO/ WO	i) Termination of PO/ WO. ii) Under take purchase/ work at the risk iii) Recover the excess charges if incurred from the PG/ SD and outstanding bills of the defaulting Vendor.
4.2	Failure to supply and/ or Commission the equipment and /or execution of the Work in full even in extended delivery schedules, if granted against PO/ WO	i) Short Closure of PO/ WO to the quantity already received by and/ or commissioned in BSNL and/ or in pipeline provided the same is usable and/or the Vendor promises to make it usable. ii) Under take purchase/ work for balance quantity at the risk & cost of defaulting vendor. Iii) Recover the excess charges if incurred from the PG/ SD and outstanding bills of the defaulting Vendor
5.1	The supplied equipment does not perform satisfactory in the field in accordance with the specifications mentioned in the PO/ WO/Contract	i) If the material is not at all acceptable, then return the non-acceptable material (or its part) & recover its cost, if paid, from the o/s bills/ PG/ SD. Or ii) If the material is inducted in network & it is not possible to return it and/ or material is

		acceptable with degraded performance, the BSNL may determine the price for degraded equipment (Financial penalty = Price – price determined for degraded equipment) himself and/ or through a committee. Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD.
5.2	Major quality problems (as established by a joint team / committee of User unit(s) and QA Circle) / performance problems and non-rectification of defects (based on reports of field units and QA circle).	<p>i) If the material is not at all acceptable, then return the non-acceptable material (or its part) & recover its cost, if paid, from the o/s bills/ PG/ SD; OR</p> <p>ii) If the material is inducted in network & it is not possible to return it and/ or material is acceptable with degraded performance, the BSNL may determine the price for degraded equipment (Financial penalty = Price – price determined for degraded equipment) himself and/ or through a committee. Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD And</p> <p>iii) Withdrawal of TSEC/ IA issued by QA Circle</p>
6	Submission of claims to BSNL against a contract	
	(a) for amount already paid by BSNL	<p>i) Recovery of over payment from the outstanding dues of Vendor including EMD/ PG & SD etc. and by invoking 'Set off' clause 21 of Section 5 Part A. Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD</p> <p>OR</p>
	(b) for Quantity in excess of that supplied by Vendor to BSNL	

	c) for unit rate and/ or amount higher than that approved by BSNL for that purchase	ii) If the material is inducted in network & it is not possible to return it and/ or material is acceptable with degraded performance, the BSNL may determine the price for degraded equipment (Financial penalty = Price – price determined for degraded equipment) himself and/ or through a committee. Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD And iii) Withdrawal of TSEC/ IA issued by QA Circle.
	Note 5:- The claims may be submitted with or without collusion of BSNL Executive/ employees.	
	Note 6:- This penalty will be imposed irrespective of the fact that payment is disbursed by BSNL or not.	
7	Network Security/ Safety/ Privacy:- If the vendor tampers with the hardware, software/ firmware or in any other way that	
	a) Adversely affects the normal working of BSNL equipment(s) and/ or any other TSP through BSNL.	i) Termination of PO/ WO.
	b) Disrupts/ Sabotages functioning of the BSNL network equipments such as exchanges, BTS, BSC/ MSC, Control equipment including IN etc., transmission equipments but not limited to these elements and/ or any other TSP through BSNL	ii) Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order. iii) Recovery of any loss incurred on this account from the Vendor from its PG/ SD/ O/s bills etc.
	c) Tampers with the billing related data/ invoicing/ account of the Customer/ User(s) of BSNL and/ or any other TSP(s).	iv) Legal action will be initiated by BSNL against the Vendor if required.
	d) hacks the account of BSNL Customer for unauthorized use	

	i.e. to threaten others/ spread improper news etc.	
	e) undertakes any action that affects/ Endangers the security of India.9	
8	If the vendor is declared bankrupt or insolvent or its financial position has become unsound and in case of a limited company, if it is wound up or it is liquidated	i) Termination/ Short Closure of the PO/ WO. ii) Settle bills for the quantity received in correct quantity and quality if pending items do not affect working or use of supplied items. iii) No further supplies are to be accepted except that required to make the already supplied items work. iv) In case of turnkey projects, If the material is commissioned and is usable without any degradation of performance, then settle bills for the acceptable equipment/ material (or its part). v) In case of turnkey projects, if the material is inducted in network & it is not possible to return it and/ or material is acceptable with degraded performance, the BSNL may determine the price for degraded equipment (Financial penalty = Price – price determined for degraded equipment) himself and/ or through a committee. Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD

9	<p>In the event of the vendor, its proprietor, Director(s), partner(s) is / are convicted by a Court of Law following prosecution for offences involving moral turpitude in relation to the business dealings.</p>	<ul style="list-style-type: none"> i) Termination/ Short Closure of the PO/ WO. ii) Settle bills for the material received in correct quantity and quality if pending items do not affect working or use of supplied items. iii) No further supplies are to be accepted except that required to make the already supplied items work. iv) In case of turnkey projects, If the material is commissioned and is usable without any degradation of performance, then settle bills for the acceptable equipment/ material (or its part).In case of turnkey projects, If the material is inducted in network & it is not possible to return it and/ or material is acceptable with degraded performance, the BSNL may determine the price for degraded equipment (Financial penalty = Price – price determined for degraded equipment) himself and/ or through a committee. Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD.
10	<p>If the vendor does not return/ refuses to return BSNL's dues:</p>	<ul style="list-style-type: none"> i) Take action to appoint Arbitrator to adjudicate the dispute.
	<p>a) in spite of order of Arbitrator.</p>	<ul style="list-style-type: none"> i) Termination of contract, if any. ii) Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL from date of issue of banning order or till the date by which vendor clears the BSNL's dues, whichever is later. iii) Take legal recourse i.e. filing recovery suite in appropriate court
	<p>b) in spite of Court Orders.</p>	<ul style="list-style-type: none"> i) Termination of contract, if any. ii) Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods & Services including participation in future

		tenders invited by BSNL from date of issue of banning order or till the date by which vendor clears the BSNL's dues, whichever is later
11	If the Central Bureau of Investigation/ Independent External Monitor (IEM) / Income Tax/ Sales Tax/ Excise / Custom Departments recommends such a course	Take Action as per the directions of CBI or concerned department.
12	The following cases may also be considered for Banning of business:	
	a. If there is strong justification for believing that the proprietor, manager, MD, Director, partner, employee or representative of the vendor/ supplier has been guilty of malpractices such as bribery, corruption, fraud, substitution of tenders ,interpolation, misrepresentation with respect to the contract in question.	Banning of business for 3 years which implies Barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order
	b. If the vendor/ supplier fails to execute a contract or fails to execute it satisfactorily beyond the provisions of Para 4.1 & 4.2	
	c. If the vendor/ supplier fails to submit required documents/ information, where required.	
	d. Any other ground which in the opinion of BSNL is just and proper to order for banning of business dealing with a vendor/ supplier.	
	Note 7: The above penalties will be imposed provided it does not clash with the provision of the respective tender	
	Note 8:-In case of clash between these guidelines & provision of invited tender, the provision in the respective tender shall prevail over these guidelines	

	Note 9: Banning of Business dealing order shall not have any effect on the existing/ on-going works/ AMC / CAMC which will continue along with settlement of Bills.
--	---

CHECK LIST

A. Documents required to be submitted through E-Tender Portal

The following documents must accompany the bid else will be considered as non-responsive and will be summarily rejected without any notice.

SIN o.	Description	Remarks		
		Yes(Y)	No(N)	Not Applica ble (NA)
1	Scanned copies of all pages of Tender document signed by the tenderer or Authorised Person on all pages along with seal			
2	Self-Attested Scanned copy of GST Registration as applicable			
3	Self-Attested Scanned copy of IT Return			
4	Self-Attested Scanned copy of Turnover Certificate			
5	Self-Attested Scanned copy of PAN Card			
6	Self-attested Scanned copy of the Paid receipts towards cost of Tender.			
7	Self-attested Scanned copy of the Paid receipt towards cost of EMD/Bid Security.			
8	No near relative certificate duly filled in and signed			
9	Scanned copy of Letter of Authorization to Tender Opening Event (TOE) , if any			
10	Registration of firm			
11	Self-Attested Scanned copy of Original "Power of Attorney" in case person signed the tender documents is other than proprietor i.e for other than proprietorship Firm			
12	Self-Attested Scanned copy of "Partnership Deed" duly registered if applicable			
13	Self-Attested scanned copy of Bid form duly filled and signed			
14	Self-Attested scanned copy of the Check list duly filled in			

15	Scanned copy of the Undertaking regarding genuineness of the documents/information submitted			
16	Compliance to technical specification duly filled and signed			
17	Duly filled Vendor Master Form			
18	Copy of EPF registration certificate			
19	Copy of ESI Registration certificate			
20	Article and Memorandum of Association or partnership deed or proprietorship deed as the case may be.			
21	Latest and valid NSIC/MSE Certificate (for the product) duly certified by NSIC			
22	Certificate of incorporation.			
23	License of Central Labour commissioner(if applicable)			
24	Tenderer's profile duly filled.			
25	Copy of Experience Certificate (two years)			