



भारत संचार निगम लिमिटेड
(भारत सरकार का उपक्रम)

BHARAT SANCHAR NIGAM LIMITED
(A Govt. of India Enterprise)

BID DOCUMENT

**E-TENDER FOR CABLE MAINTENANCE (INCLUDING CABLE JOINTING FOR
ATTENDING U/G CABLE FAULTS) AND REHABILITATION WORKS IN
ANNANAGAR AREA OF BSNL CHENNAI TELEPHONES**

E-TENDER No. DGM(C&A)NP / Cable Fault Mtce & Rehab / 2019-20 /01 Dated 05-11-2019

O/o DGM (C&A) NP

BSNL CHENNAI TELEPHONES

Office of the Deputy General Manager (C &A) NP

E-6, 3rd Avenue, 1st Floor TE Bldg. Anna Nagar East, Chennai-600102

BHARAT SANCHAR NIGAM LIMITED
(A Govt. of India Enterprise)
CHENNAI TELEPHONES

From

DGM (C&A) NP
BSNL Chennai Telephones,
E 6 3rd Avenue Telephone Exge Bldg 1st Floor
Annanagar East, Chennai 102

E-Tender No. DGM(C&A)NP/Cable Fault Mtce & Rehab/ 2019-20/01 dated 05-11-2019

Sub: Tender document for Cable maintenance (including cable jointing for attending U/G cable faults) and rehabilitation works in Annanagar Area of BSNL Chennai Telephones.

Please find enclosed the tender document in respect of above mentioned tender which contains the following.

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If interested, kindly submit your bid offers online / physically on or before date & time specified in Clause 8 of detailed NIT.

SECTION -1 Part A
BHARAT SANCHAR NIGAM LIMITED
A Govt. of India Enterprise
CHENNAI TELEPHONES

DETAILED NOTICE INVITING TENDER

E-Tender No. DGM(C&A)NP/Cable Fault Mtce & Rehab/ 2019-20/01 dated 05-11-2019

Digitally sealed tenders are invited through e-tendering process on behalf of General Manager (North), Chennai Telephones from interested parties for Cable maintenance(**including cable jointing for attending U/G cable faults**) and Rehabilitation works in Annanagar Area of BSNL Chennai Telephones. The prescribed e-tender document may be obtained from <https://www.tenderwizard.com/BSNL>. Bid Security and Cost of e-tender document shall be drawn as DD from any of the Nationalized Bank in favour of BSNL, Chennai Telephones payable at Chennai.

2. Area of contract & eligible contractors:

Jurisdiction	Eligibility class of Contractors	Estimated cost of Work(Rs).	Cost of Bid document (<u>Non Refundable</u>) in Rs.	Bid Security (EMD) at 2% (Rs) (either or both)
All External Areas under DGM(NWO)ANR in BSNL Chennai Telephones	All Contractors who have a minimum of two years of experience in Rehabilitation of Pillars / DPs, Excavation and Reinstatement of pits and trenches for attending U/G cable fault in different types of soils and allied works with BSNL or any other Telecom operator.	Rs.53,43,000/-	1000+ 18 % GST	Rs.1,06,860/- (Rupees One Lakhs six Thousand eight hundred and sixty only)

Period of Contract: One year from the date of agreement. The estimated cost can be +/- **50%** and the Period is extendable with mutual consent on the same terms & conditions, approved rates **upto one year**.

On-line Submissions (Technical Bid envelope and Financial Bid/Price Bid envelope) :

The entire bid-submission would be online on the portal of M/s ITI Limited <https://www.tenderwizard.com/BSNL>. Broad outline of submissions are as follows:

A. Technical Bid envelope

(i) Submission of Mandatory documents:

- (a) Tender Document (95 pages), Corrigendums and Addendums filled in and signed (ink other than black) in all pages by tenderer or his authorized representative along with seal on each page. All corrections and overwriting must be initialed with date by the tenderer or his authorized representative.

- (b) Scanned copy of DD/Banker's Cheque -Bid Security.
- (c) Scanned copy of DD/Banker's Cheque –Tender document fee.
- (d) Document proof of having a minimum of two years of experience in Rehabilitation of Pillars / DPs, Excavation and Reinstatement of pits and trenches for attending U/G cable fault in different types of soils and allied works with BSNL or any other Telecom operator(Proof of experience in the form of Experience certificate from D.E and above is to be attached).
- (e) This e-tender is being conducted through e-procurement portal <http://www.tenderwizard.com/BSNL>. For further details please refer the e-tender document. Tender submitted without the cost of tender document and Earnest Money Deposit shall not be considered for tender bidding. The payment of bid security and cost of e-tender document shall be exempted for NSIC/MSME registered bidders on production of requisite proof in respect of valid certification from NSIC/MSME for the tendered item / work.

(ii) Submission of Eligibility documents:

- (a) Proof for payment of Tender Processing Fee of M/s ITI Limited as per Para 7(iii) of "INFORMATION AND SPECIAL INSTRUCTIONS FOR BIDDERS"
- (b) Scanned copy of the Registration in the case of proprietorship concern, Scanned copy of certificate of incorporation, Articles of Association and Memorandum of Association in the case of Company. Authenticated copy of Partnership Deed in case of Partnership Firm.
- (c) Duly filled in Bid form, as per Section 9 Part A.
- (d) Duly signed "Declaration under the digital signature that no additions / deletions / corrections have been made in the downloaded e-tender document being submitted and it is identical to the e-tender document appearing on e-tender Portal".
- (e) Duly filled in Tenderer's profile, as per Section 8 of the Tender Document.
- (f) Scanned copy of Original "**Power of Attorney**" in case a person other than the Tenderer has signed the Tender Document.
- (g) Duly filled in "No near relative certificate "from all partners.
- (h) Duly filled in – "Declaration regarding not blacklisting/not debarring from taking part in Govt. Tender by any BSNL unit".
- (i) Original Solvency Certificate from the banker for Rs.5 lakhs is to be enclosed. The solvency certificate shall not be older than the date of issue of NIT.
- (j) Scanned copy of last two yrs Income Tax return, Pan Card, GSTIN, EPF & ESI registration certificates.
- (k) Scanned copy of Labour license of previous similar contract or Undertaking.
- (l) The bidder shall furnish audited Annual Report of the last two financial years

B. Financial Bid (Price Bid) as per the format in Section 9 Part B (online only).

All the above said documents mentioned at A (i), A (ii) and B are to be uploaded online.

3. Offline Submissions (physical document submission) :

The bidder is requested to submit the following documents (in original)

- (i) EMD/Bid Security- Separate Cover-super scribed as "**EMD**"
- (ii) Tender Document Fee-Separate Cover-super scribed as "**Form Fee**"
- (iii) All documents mentioned under Section 2-4 A (i) (d) and Section 2-4 A (ii) (a) to (n) in separate cover super scribed as "**Technical Bid**"

All the above documents in separate cover Addressed to **DGM (C&A) NP, BSNL, Chennai Telephones, E 6, Annanagar Telephone Exchange Bldg, 1st Floor, 3rd Avenue, Annagar, Chennai 600102**, on or before the date & time of submission of bids specified in covering letter, 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) as mentioned in the Clause 14 Section 4, part A of tender document.

4. Principal General Manager (North), Chennai Telephones reserves the right to reject any or all of the tender/bid without assigning any reason whatsoever. He is not bound to accept the lowest tender.
5. The bidders downloading the e-tender document are required to submit the tender fee amount through DD / Banker's cheque for Rs.1180/- along with the tender bid, failing which the tender bid shall be left unopened/rejected. The DD/banker's cheque shall be drawn from any Nationalized/Scheduled bank in favour of BSNL, Chennai Telephones and payable at Chennai.
6. BSNL, Chennai Telephones District has decided to use process of e-tendering for inviting this tender and thus the physical copy of the tender would not be sold.
7. Availability of tender document:- The e-tender document shall be available for downloading from **13-00 HRS of 05-11-2019 to 10-00 HRS of 25-11-2019**

Date & Time of Submission of e-Tender bid:

Last Date/ Time of submission of e-Bid Online: up to 11.00 HRS of 25-11-2019.

Last Date/Time of Submission of documents in hard copy :up to 11-30 HRS of 25-11-2019.

Note:- In case the date of submission (opening) of bid is declared to be a holiday, or unforeseen internet failure at the opening venue on the scheduled opening date, 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.

8. **Online opening of Tender e-Bids: At 14.00 HRS of 25-11-2019.**

9. Place of opening of Tender e-bids: BSNL has adopted e-tendering process which offers a unique facility for 'Public Online Tender Opening Event (TOE). 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.

10. However, if required, authorized representatives of bidders (i.e. Supplier organization) can attend the TOE at the **O/o DGM(C&A) NP, BSNL, Chennai Telephones, E-6 3rd Avenue, 1st floor Annanagar Telephone Exchange, Annanagar East Chennai 600102**, where BSNL's Tender Opening Officers would be conducting Public Online Tender Opening Event (TOE).

11. Tender bids received after due time & date will not be accepted.

12. Incomplete, ambiguous, Conditional, tender bids are liable to be rejected.

13. The bidder shall furnish a declaration under the digital signature that no additions / deletions / corrections have been made in the downloaded e-tender document being submitted and it is identical to the e-tender document appearing on e-tender Portal (<https://www.tenderwizard.com/BSNL>).

14. In case of any correction/ addition/ alteration/ omission in the e-tender document, the tender bid shall be treated as non-responsive and shall be rejected summarily.

15. For further instructions regarding submission of bids online the bidder shall visit the homepage of the portal (<https://www.tenderwizard.com/BSNL>).

Note: - All documents submitted in the e-bid offer should be preferably in English. In case the certificate viz. experience, registration etc. is issued in any 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. Please take care to scan documents that total size of documents to be uploaded remains minimum. If required, documents may be scanned at lower resolutions say at 150dpi. However, it shall be sole responsibility of bidder that the uploaded documents remain legible.

**DGM(C&A) NP,
BSNL, Chennai Telephones,**



Bharat Sanchar Nigam Limited
(A Govt. of India Enterprise)
CHENNAI TELEPHONES

DGM (C&A)NP
BSNL Chennai Telephones,
E 6 3rd Avenue Telephone Exge Bldg 1st Floor
Annanagar East, Chennai 102

Section -1 Part-B
Notice Inviting Tender

E-Tender No. DGM(C&A)NP/Cable Fault Mtce & Rehab/ 2019-20/01 dated 05-11-2019

Digitally Sealed tenders are invited by PGM NWO (North), BSNL, Chennai Telephones District, Chennai from the eligible bidders for execution of the following works.

For Cable maintenance (including cable jointing for attending U/G cable faults) and rehabilitation works in Annanagar Area of BSNL Chennai Telephones

Jurisdiction	Eligibility class of Contractors	Estimated cost of Work(Rs).	Cost of Bid document (Non Refundable) (Rs).	Bid Security (EMD) (Rs). at 2% (either or both)
All External Areas under DGM(NWO)ANR in BSNL Chennai Telephones	All Contractors who have a minimum of two years of experience in Rehabilitation of Pillars / DPs, Excavation and Reinstatement of pits and trenches for attending U/G cable fault in different types of soils and allied works with BSNL or any other Telecom operator.	Rs.53,43,000/-	1000+ 18 % GST	Rs.1,06,860/- (Rupees One Lakhs six Thousand eight hundred and sixty only)

Period of Contract: One year from the date of agreement. The estimated cost can be +/- 50% and the Period is extendable with mutual consent on the same terms & conditions, approved rates upto **one year**.

This tender is being conducted through e-procurement Portal <https://www.tenderwizard.com/BSNL>. Last date of receipt of tender is **25-11-2019 upto 11-00 Hrs (online)**. For further detailed information, kindly visit Chennai website "www.chennai.bsnl.co.in" following "Link for Tenders by Chennai Telephones"

**DGM(C&A) NP,
BSNL, Chennai Telephones,**

Section- 2

Tender Information

- 1) Type of tender: - Single Stage bidding- Two stage opening

Note: The eligibility cum Techno-commercial Bid will be opened in the presence of the representatives of the bidders at **14-00 hours on 25-11-2019.**

Financial bids of technically and commercially compliant bidders shall be opened at a later date.

- 2) Bid Validity Period: 180 days from the date of opening of tender.
- 3) In case of Tender invited under two envelopes system, the first envelope will be named as **techno commercial** and will contain documents of bidders satisfying the eligibility/Technical & commercial conditions. The 2nd envelope will be named as **financial envelope** containing financial quote. These envelopes shall contain one set of the following documents.
- 4) On-line Submissions (Technical Bid envelope and Financial Bid/Price Bid envelope) :
The entire bid-submission would be online on the portal of M/s ITI Limited
<https://www.tenderwizard.com/BSNL>. Broad outline of submissions are as follows:

A. Technical Bid envelope

(i) Submission of Mandatory documents:

- (a) Tender Document (95 pages), Corrigendums and Addendums filled in and signed (ink other than black) in all pages by tenderer or his authorized representative along with seal on each page. All corrections and overwriting must be initialed with date by the tenderer or his authorized representative.
- (b) Scanned copy of DD/Banker's Cheque -Bid Security.
- (c) Scanned copy of DD/Banker's Cheque –Tender document fee.
- (d) Document proof of having a minimum of two years of experience in Rehabilitation of Pillars / DPs, Excavation and Reinstatement of pits and trenches for attending U/G cable fault in different types of soils and allied works with BSNL or any other Telecom operator (Proof of experience in the form of Experience certificate from D.E and above is to be attached).

(ii) Submission of Eligibility documents:

- (a) Proof for payment of Tender Processing Fee of M/s ITI Limited as per Para 7(iii) of "INFORMATION AND SPECIAL INSTRUCTIONS FOR BIDDERS"
- (b) Scanned copy of the Registration in the case of proprietorship concern, Scanned copy of certificate of incorporation, Articles of Association and Memorandum of Association in the case of Company. Authenticated copy of Partnership Deed in case of Partnership Firm.
- (c) Duly filled in Bid form, as per Section 9 Part A.
- (d) Duly signed "Declaration under the digital signature that no additions / deletions / corrections have been made in the downloaded e-tender document being submitted and it is identical to the e-tender document appearing on e-tender Portal".
- (e) Duly filled in Tenderer's profile, as per Section 8 of the Tender Document.
- (f) Scanned copy of Original "**Power of Attorney**" in case a person other than the Tenderer has signed the Tender Document.
- (g) Duly filled in "No near relative certificate "from all partners.
- (h) Duly filled in – "Declaration regarding not blacklisting/not debarring from taking part in Govt. Tender by any BSNL unit".

- (i) Original Solvency Certificate from the banker for Rs.5 lakhs is to be enclosed. The solvency certificate shall not be older than the date of issue of NIT.
- (j) Scanned copy of last two yrs Income Tax return, Pan Card, GSTIN, EPF & ESI registration certificates.
- (k) Scanned copy of Labour license of previous similar contract or Undertaking.
- (l) The bidder shall furnish audited Annual Report of the last two financial years

B. Financial Bid (Price Bid) as per the format in Section 9 Part B.

All the above said documents mentioned at A (i), A (ii) and B are to be uploaded online.

5) Offline Submissions (physical document submission) :

The bidder is requested to submit the following documents (in original) one set of

- (i) EMD/Bid Security- Separate Cover-super scribed as **“EMD”**
- (ii) Tender Document Fee-Separate Cover-super scribed as **“Form Fee”**
- (iii) All documents mentioned under Section 2-4 A (i) (d) and Section 2-4 A (ii) (a) to (n) in separate cover super scribed as **“Technical Bid”**

All the above documents in separate cover Addressed to DGM(NWO)ANR at **DGM(C&A) NP, BSNL, Chennai Telephones, E 6, Annanagar Telephone Exchange Bldg, 1st Floor, 3rd Avenue, Annagar, Chennai 600102**, on or before the date & time of submission of bids specified in covering letter, 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) as mentioned in the Clause 14 of Section 4 Part A of tender document.

- | | |
|--|--|
| 6) Payment terms | As per Clause 11 of Sec. 5 Part A |
| 7) Delivery Schedule/Execution of work | As per the schedule in the work order. |

SECTION – 3(Part-A)

E-Tender No. DGM(C&A)NP/Cable Fault Mtce & Rehab/ 2019-20/01 dated 05-11-2019

SCOPE OF WORK AND JURISDICTION OF CONTRACT

1 SCOPE OF WORK

1.1 DETAILS OF VARIOUS ITEMS OF WORKS TO BE CARRIED OUT UNDER ATTENDING CABLE FAULTS , REHABILITATION AND CABLE MAINTENANCE :

- Cable Fault tracing work, cable maintenance including attending cable faults/joints,
- Excavation of trench up to a depth such that the top of the cable is one metre below the normal ground level according to the construction specification and back filling.
- Assembly and erection of posts, and Erection of assembled posts
- Recovery of already erected posts
- Opening of external DP's as per specification
- Opening of 5/10/20 pair Internal DPs
- Replacement of old 5/10/20 pair DP by new DP including termination
- DP Sign writing Internal/Wall/External
- Straight/Branch joints of cables including of testing of cable pairs pillar to DP/joint closing/pit closing
- Drawing of cables of various sizes
- Erection of drop wire and Recovery of drop wire
- Pillar plinth construction and erection of pillars
- Painting and sign writing of various sizes of pillars
- Termination of cables in the CT box
- Road crossing through horizontal boring method and inserting 100/150 mm dia GI pipes
- Recovery of old directly buried cables / pipes.
- Pilot trenching to identify existing faulty UG cable
- Trenching for exposing the faulty UG cable.
- Fixing of class A GI pipes 32 mmdia on wall.

1.2 ALLIED ACTIVITIES:

1.2.1 Transportation of Materials : The materials required for executing the work entrusted to the contractors against a work order shall be made available at District Store Depot at Vyasarpadi, Chennai. In some cases the materials may be available at Divisional / Sub-divisional store godown. The contractor shall be responsible for transporting the materials, to be supplied by BSNL or otherwise to execute the work under the contract, to site at his/their own cost. The costs of transportation are subsumed in the standard Schedule Rates and therefore no separate charges are payable on this account.

1.2.2 Supply of Materials: There are some materials required to be supplied by the contractor for execution of works under this contract like hard PVC water pipes, B-class GI pipes, Cement, Wire Mesh and Steel for protection, etc, besides using other consumables which do/don't become the part of the asset. The contractor shall ensure that the materials supplied are of best quality and workmanship and shall be strictly in accordance with the specifications.

2. VALUE OF WORK: The estimated cost of work is as mentioned in the Notice Inviting Tenders which has been worked out based on standard scheduled rates mentioned in this tender document. The actual value of work may vary based on the actual requirement but generally being limited to +50% or – 50% of the indicated value.

3. JURISDICTION OF CONTRACT: The jurisdiction of the contract shall be DGM(NWO)ANRzone Annanagar Chennai Telephones, comprising areas of Annanagar. If any additional telephone exchange is planned, the same shall be included in the Chennai Telephones North Zone in the vicinity of concerned exchange keeping in view the logistics of carrying out the work.

REHABILITATION OF EXTERNAL PLANT SPECIFICATION

The rehabilitation Specifications will be issued along with the Work-Order.

SECTION –4
Part-A

E-Tender No. DGM(C&A)NP/Cable Fault Mtce & Rehab/ 2019-20/01 dated 05-11-2019

General Instructions to Bidders

1. DEFINITIONS

- a) **The BSNL means BHARAT SANCHAR NIGAM LIMITED, the Company with Board of Directors and Chairman & Managing Director, with Headquarters at New Delhi.**
- b) **BSNL Chennai Telephones means Bharat Sanchar Nigam Limited, Chennai Telephones headed by the Chief General Manager.**

- c) All references of :

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

Including other officers in the BSNL, whatever Designations Assigned to them from time to time, who may be the in-charge of Direction, Supervision, Testing, Acceptance and Maintenance including their successor(s) in the office appearing in various clauses shall be taken to mean the BSNL, an Enterprise under the Ministry of Communications and IT, Govt. of India.

- d) Principal General Manager/General Manager mean all Area PGM/GMs of Chennai Telephones and their successors.
- e) Additional General Manager/Deputy General Manager means all Addl.GMs/DGMs of Chennai Telephones District and their successors.
- f) Assistant General Manager/Divisional Engineer means all AGM/DEs External/Construction of Chennai Telephones District in-charge of laying, rehabilitation and maintenance of cable works and their successors.
- g) Jurisdiction means present Telecom Network serving area by Chennai Telephones and expansions of Telecom Network in future.
- h) Site Engineer: Site Engineer shall mean SDE of BSNL who may be placed by the AGM/Divisional Engineer as in-charge of the work at site at any particular period of time.
- i) A/T Unit: A/T Unit shall mean Acceptance and Testing unit of BSNL.
- j) A/T Officer : An officer authorized by BSNL to conduct A/T.
- k) Contract : The term contract means, the documents forming the tender and acceptance thereof and the formal agreement executed between the competent authority on behalf of PGM

(N)/GM(N), BSNL-CHENNAI TELEPHONES and the contractor, together with the documents referred to therein including these conditions, the specifications, designs, drawings and instructions issued from time to time, by the engineer in-charge and all these documents taken together shall be deemed to form one contract and shall be complementary to one another.

In the contract, the following expressions shall, unless the context otherwise requires, have the meanings, hereby respectively assigned to them. The expression works or work shall unless there be something either in the subject or context repugnant to such construction, be construed and taken to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent, and whether original, altered, substituted or additional.

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

2. ELIGIBILITY OF BIDDERS

Kindly refer to clause 1 & 2 of Section – 1 Part-A, i.e., Detailed NIT.

3. COST OF BIDDING

The bidder shall bear all costs associated with the preparation and submission of the bid. The Purchaser 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 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 submit his queries through e-Tender Portal and also notify the purchaser in writing or by FAX to the Purchaser's mailing address indicated in the invitation of Bid. The Purchaser shall respond in writing to any request for the clarification of the Bid Documents, which it receives 15 days prior to the date of opening of the Tenders. Copies of the query (without identifying the source) and clarifications by the Purchaser shall be uploaded as clarification to the concerned tenderer on <https://www.tenderwizard.com/BSNL>, as addenda, for all the prospective bidders who have downloaded the official copy of tender documents from <https://www.tenderwizard.com/BSNL> portal.
- 5.2 Any clarification issued by BSNL in response to query raised by prospective bidders shall form an integral part of bid documents and it shall amount to an amendment of relevant clauses of the bid documents.

The format in which the clarifications are to be sent via E-mail or FAX is

S. No.	Section	Clause	Brief description of the clause	Ref page No. in Bid	Comments of Bidder

6. AMENDMENT OF BID DOCUMENTS

- 6.0 The Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify bid documents by amendments prior to the date of submission of Bids with due notification to the prospective bidders. Amendments, if any, to the tender document will be notified in the <https://www.tenderwizard.com/BSNL> website. It is the responsibility of the vendors who download the tender document to note these amendments and submit tenders accordingly.
- 6.1 The amendments shall be notified in writing through E-tender portal to all prospective bidders to the address intimated at the time of purchase of the bid document from the purchaser and these amendments will be binding on them.
- 6.2 In order to afford prospective bidders a reasonable time (min 7 days) to take the amendment into account in preparing their bids, the purchaser may, at its discretion, extend the deadline for the submission of bids suitably.

- 6.3 Bidders to note that scanned copy of all the relevant documents as listed below are required to be uploaded on the <https://www.tenderwizard.com/BSNL> Portal and original documents attested/authorized are to be submitted to DGM (C&A)NP,BSNL, 3rd Avenue E-6 1st Floor Annanagar Telephone ExchangeBldg, Annanagar East,Chennai 600102, offline in a sealed cover.**

7. DOCUMENTS COMPRISING THE BID

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

- (a) 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 10.
- (b) Bid Security furnished in accordance with Clause 10 below.
- (c) A Bid form and price schedule completed in accordance with clause 9 of this Section.

8. BID FORM

- 8.1 The bidder shall complete the bid form and appropriate Price Schedule furnished in the Bid Documents, indicating the works to be carried out, brief description of the works, quantity and prices as per Section- 1, 2, 3, and 9 of Tender Document.

9. BID PRICES

- 9.1 Prices must be quoted by the Bidder as percentage **above / at par** the schedule of Rates given in schedule of Rates (Financial Bid). Prices quoted at any other place shall not be considered.
- 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.

10. DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS

On-line Submissions (Technical Bid envelope and Financial Bid/Price Bid envelope) :

The entire bid-submission would be online on the portal of M/s ITI Limited

<https://www.tenderwizard.com/BSNL>. Broad outline of submissions are as follows:

A. Technical Bid envelope

(i) Submission of Mandatory documents:

- (a) Tender Document (95 pages),Corrigendums and Addendums filled in and signed (ink other than black) in all pages by tenderer or his authorized representative along with seal on each page. All corrections and overwriting must be initialed with date by the tenderer or his authorized representative.
- (b) Scanned copy of DD/Banker's Cheque -Bid Security.
- (c) Scanned copy of DD/Banker's Cheque –Tender document fee.
- (d) Document proof of having a minimum of two years of experience in Rehabilitation of Pillars / DPs, Excavation and Reinstatement of pits and trenches for attending U/G cable fault in different types of soils and allied works with BSNL or any other Telecom operator(Proof of experience in the form of Experience certificate from D.E and above is to be attached).

(ii) Submission of Eligibility documents:

- (a) Proof for payment of Tender Processing Fee of M/s ITI Limited as per Para 7(iii) of "INFORMATION AND SPECIAL INSTRUCTIONS FOR BIDDERS"
- (b) Scanned copy of the Registration in the case of proprietorship concern, Scanned copy of certificate of incorporation,Articles of Association and Memorandum of Association in the case of Company. Authenticated copy of Partnership Deed in case of Partnership Firm.

- (c) Duly filled in Bid form, as per Section 9 Part A.
- (d) Duly signed “Declaration under the digital signature that no additions / deletions / corrections have been made in the downloaded e-tender document being submitted and it is identical to the e-tender document appearing on e-tender Portal”.
- (e) Duly filled in Tenderer’s profile, as per Section 8 of the Tender Document.
- (f) Scanned copy of Original “**Power of Attorney**” in case a person other than the Tenderer has signed the Tender Document.
- (g) Duly filled in “No near relative certificate “from all partners.
- (h) Duly filled in – “Declaration regarding not blacklisting/not debarring from taking part in Govt. Tender by any BSNL unit”.
- (i) Original Solvency Certificate from the banker for Rs.5 lakhs is to be enclosed. The solvency certificate shall not be older than the date of issue of NIT.
- (j) Scanned copy of last two yrs Income Tax return, Pan Card, GSTIN, EPF & ESI registration certificates.
- (k) Scanned copy of Labour license of previous similar contract or undertaking.
- (l) The bidder shall furnish audited Annual Report of the last two financial years

B. Financial Bid (Price Bid) as per the format in Section 9 Part B(online only).

All the above said documents mentioned at A (i), A (ii) and B are to be uploaded online.

Offline Submissions (physical document submission) :

The bidder is requested to submit the following documents (in original) one set of

- (i) EMD/Bid Security- Separate Cover-super scribed as “**EMD**”
- (ii) Tender Document Fee-Separate Cover-super scribed as “**Form Fee**”
- (iii) All documents mentioned under Section 2-4 A (i) (d) and Section 2-4 A (ii) (a) to (n) in separate cover super scribed as “**Technical Bid**”

All the above documents in separate cover Addressed to **DGM (C&A) NP at O/o DGM (NWO) ANR, BSNL 3rd Avenue, E 6, 1st Floor, Telephone Exchange Bldg, Annanagar East, Chennai 600102**, on or before the date & time of submission of bids specified in covering letter, 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) as mentioned in the Clause 14 of Section 4 Part A of tender document.

11. BID SECURITY / EMD

- 11.1 The Bidder shall furnish, as part of his bid, a bid security (EMD) for an amount of Rs.1,06,860/- (Rupees One Lakhs Six thousand eight hundred and sixty only) submitted in the form of Crossed Demand Draft drawn in favour of **BSNL-CHENNAI TELEPHONES**, issued by a Schedule Bank and payable at Chennai.
No Interest, shall be paid by BSNL on the Bid security for any period, whatsoever.
- 11.2 The bid security is required to protect the purchaser against the risk of bidder's conduct, which would warrant the forfeiture of bid security pursuant to clause 11.5.
- 11.3 A bid not secured in accordance with clause 12.1 & 12.2 shall be rejected by the Purchaser 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).
- 11.4 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 purchaser pursuant to Clause 12.

THE BID SECURITY SHOULD BE KEPT IN THE “TECHNICAL BID” COVER AND NOT IN THE “FINANCIAL BID” COVER.

The bid security of the unsuccessful bidder will be refunded as promptly as possible as but not later than 30 days after the expiry of the period of bid validity prescribed by BSNL.

The successful bidder’s bid security will compulsorily be converted to part performance security deposit in accordance with the condition of the tender.

The bid security shall be forfeited:

1. If a bidder withdraws his bid during the period of bid validity specified in the bid document,
Or
2. If the bidder makes any modifications in the terms and conditions of the tender before acceptance of the tender, which are not acceptable to BSNL,
Or
3. In case of a successful bidder, if the bidder fails:
 - a. to sign the agreement in accordance with Section VIII and Section IV (25),
Or
 - b. to furnish Material Security Section V(5) as per Performance Security in accordance with Section V(5).

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

12. PERIOD OF VALIDITY OF BIDS

- 12.1** Bid shall remain valid for 180 days from the date of opening of the bid (Qualifying bid). **A BID VALID FOR A SHORTER PERIOD SHALL BE REJECTED BY BSNL AS NON-RESPONSIVE.**
- 12.2** In exceptional circumstances, the purchaser may request the consent of the bidder for an extension to the period of bid validity. The request and the response thereto shall be made in writing. The bid security provided under Clause 11 shall also be suitably extended. The bidder may refuse the request without forfeiting its bid security. A bidder accepting the request and extending the bid validity **will not be permitted to modify his / her bid.**

13. FORMAT AND SIGNING OF BID

- 13.1** 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 by the authorized person. The letter of authorization shall be indicated by written power-of-attorney accompanying the bid.
- 13.2** 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.
- 13.3 Power of Attorney**
- (a) The power of Attorney should be submitted and executed on thenon-judicial stamp paper of appropriate value as prevailing in theconcerned states(s) and the same be attested by a Notary public orregistered before Sub-registrar of the state(s) concerned.
 - (b) The power of Attorney be executed by a person who has beenauthorized by the Board of Directors of the bidder in this regard, onbehalf of the Company/ institution/ Body corporate.
 - (c) In case of the bidder being a firm, the said Power of Attorney should beexecuted 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.

14. SEALING AND MARKING OF BIDS

14.1 The bid should be submitted as per Clause 3 of tender information.

14.1.1 The bids are called under **Single Stage Bidding & Two Envelope System**.

14.1.2 The bid should be submitted on line using two envelope methodology.

The First envelope will be named as **Techno-commercial bid**. This envelope will contain documents of bidder's satisfying the eligibility / Technical & commercial conditions as per clause 2 & 10 with Bid Security as per Clause 11.

On line: Bid sealing is done electronically by encrypting each bid part with a symmetric pass phrase, if applicable in the portal, by the bidders himself. Please refer Section 4 Part C for further instructions.

Offline : The envelope should be sealed separately and further kept in a single main envelope under the personal seal of the bidder.

14.2 a) The envelope shall be addressed to the purchaser inviting the tender as given below:

**O/o Deputy General Manager (C&A) NP
BSNL CHENNAI TELEPHONES**

Office of the Deputy General Manager (NWO) ANR

E-6, 3rd Avenue, 1st Floor TE Bldg. Anna Nagar East, Chennai-600102

- b) The envelopes shall bear the name of the tender, the tender number and the words 'DO NOT OPEN BEFORE' (due date & time).
- c) The inner and outer envelopes shall indicate the name and complete postal address of the bidder to enable the purchaser to return the bid unopened in case it is declared to be received 'late'.
- d) Tender should be deposited in the tender box provided by tendering authority or sent by registered post or delivered in person on above mentioned address (address is given in Clause 14.2 (a) above). The responsibility for ensuring that the tenders are delivered in time would vest with the bidder.
- e) Bids delivered in person on the day of tender opening shall be delivered upto specified time & date as stated in NIT at the venue given in clause 14.2 (a) above. The purchaser shall not be responsible if the bids are delivered elsewhere.

Venue of Tender Opening: Tender will be opened in the **Chamber of DGM (C&A) NP, BSNL, Chennai Telephones, 1st Floor Annanagar Telephone Exchange, Annanagar East, Chennai 600102, at 14:00 hours on the due date**. If due to administrative reasons the venue of the bid opening is changed, it will be displayed prominently on notice board.

14.3 If both the envelopes are not sealed and marked as required at para 14.1 and 14.2, the bid shall be rejected.

15. SUBMISSION OF BIDS

15.1 Bids must be submitted by the bidders on or before the specified date & time indicated in Section-1. i.e. DNIT.

15.2 The Purchaser may, at its discretion, extend this deadline for the submission of bids by amending the Bid Documents in accordance with Section-1 in which case all rights and obligations of the purchaser and bidders previously subject to the deadline will thereafter be subjected to the extended deadline.

15.3 The bidder shall submit its bid offer against a set of bid documents purchased by him for all works as per requirement of the Bid Documents.

16. LATE BIDS

16.1 No bid shall be accepted online by E-Tender after the specified deadline for submission of bids prescribed by the purchaser.

17. MODIFICATION AND WITHDRAWAL OF BIDS

17.1 The bidder may modify, revise or withdraw his bid after submission prior to deadline prescribed for submission of bid.

17.2 The bidder's modification, revision or withdrawal shall have to be online and digitally authenticated.

17.3 Subject to clause 19, no bid shall be modified subsequent to the deadline for submission of bids.

18. OPENING OF BIDS BY PURCHASER

18.1 The purchaser shall open bids online, in the presence of the authorized representatives of bidders online who chose to attend, at time & date specified in D NIT (Section-1) on due date.

The bidder's representatives, who are present, shall sign in an attendance register. Authority letter to this effect shall be submitted by the authorized representatives of bidders before they are allowed to participate in bid opening (A Format is given in enclosed in Section-7 B).

18.2 A maximum of two representatives of any bidder shall be authorized and permitted to attend the bid opening.

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

19. CLARIFICATION OF BIDS

19.1 To assist in the examination, evaluation and comparison of bids, the purchaser 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.

19.2 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 purchaser 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.

20. PRELIMINARY EVALUATION

20.1 Purchaser 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.

20.2 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.

20.3 Prior to the detailed evaluation pursuant to clause 21, the Purchaser will determine the substantial responsiveness of each bid to the Bid Document.

For purposes of these clauses, a substantially responsive bid is one which confirms to all the terms and conditions of the Bid Documents without material deviations. The purchaser's determination of bid's responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence.

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

20.5 The Purchaser 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.

21. EVALUATION AND COMPARISON OF SUBSTANTIALLY RESPONSIVE BIDS

21.1 The Purchaser shall evaluate in detail and compare the bids previously determined to be substantially responsive pursuant to clause 20.

21.2 BSNL-CHENNAI TELEPHONES shall evaluate in detail and compare the Bids previously determined to be substantially responsive pursuant to Clause-20. The Tender will be evaluated with reference to of all items given in the Financial Bid.

21.3 The evaluation and comparison of responsive Bids shall be on the percentage deviation (above/at par) offered and indicated in Schedule of Rates of the Bid Documents.

22. CONTACTING THE PURCHASER

22.1 Subject to Clause 19, no bidder shall try to influence the Purchaser on any matter relating to its bid, from the time of the bid opening till the time the contract is awarded.

22.2 Any effort by a bidder to modify its bid or influence the purchaser in the purchaser's bid evaluation, bid comparison or contract award decision shall result in the rejection of the bid.

23. PLACEMENT OF ORDER (AWARD OF CONTRACT)

23.1 BSNL-CHENNAI TELEPHONES shall consider award of contract only to those eligible Bidders whose offers have been found technically, commercially and financially acceptable.

23.2 The work against the Tender is for one year's requirement and Terms and Conditions of this Tender shall be operative for a period of one year from the date of signing of agreement between BSNL and the contractor, extendable to further **one year** on same terms & conditions but subject to observation of limit in Clause 24.

24. PURCHASER'S RIGHT TO VARY QUANTITIES

(a) BSNL reserves the right to increase or decrease up to 50% of the quantity of 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 services contained in this running tender/contract within a period specified in the award of contract at the same rate or a rate negotiated (downwardly) with the existing contractors considering the reasonability of rates based on prevailing market conditions and the impact of reduction in duties and taxes etc.

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

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

26. ISSUE OF LETTER OF INTENT

26.1 The issue of letter of intent shall constitute the intention of BSNL to enter in to the contract with the Bidder. Letter of Intent will be issued as offer to the successful Bidder.

26.2 The Bidder shall within 14 days of issue of letter of intent, give his acceptance along with material security in conformity with Clause-5, Section-5, provided with the Bid Documents.

27. SIGNING OF AGREEMENT

27.1 The signing of Agreement shall constitute the award of contract on the Bidder. The Agreement with the successful Bidder shall be signed by **BSNL-CHENNAI TELEPHONES** within a week of submission of material security as per Clause-26.2 above.

27.2 As soon as the Tender is approved by the Competent Authority, the Bid Security deposited by the successful Bidder shall be compulsorily converted in to the Performance Security Deposit, which will be held by **BSNL-CHENNAI TELEPHONES** till the completion of warranty period.

28. ANNULMENT OF AWARD

Failure of the successful Bidder to comply with the requirement of Clause-26.2 & 27 shall constitute sufficient ground for the annulment of the award and forfeiture of the Bid Security, in which event, **BSNL-CHENNAI TELEPHONES** may make the award to any other Bidder at the discretion or call for new Bids.

29. REJECTION OF BIDS

29.1 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) Clause 11.2 (c) of Section-4 Part A: If tender terms and conditions compliance as well as deviation statements as prescribed are not given, i.e. digitally signing, the bid will be rejected at the stage of primary evaluation.
- d) While giving compliance to Section-5 Part A, General Commercial conditions, Section-4 Part B, Special Instructions to Bidders, and Section-5B Special (Commercial) Conditions of Contract 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.
- e) Section-9 Price Schedule: Prices are not filled in as prescribed in price schedule.

29.2 Before outright rejection of the Bid by Bid-opening team for non-compliance of any of the provisions mentioned in clause 29.1(a), 29.1(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.

29.3 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.

29.4 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.

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

30 The authenticity of all the documents enclosed with the tender bid of the responsive/approved bidders can be verified by the BSNL at any time from the date of opening of the Technical Bid and till the completion of work. At any stage, if the document on verification is found to be forged, the bid will be cancelled/terminated at bidder`s risk and cost and the EMD/Security deposited by the bidder will be forfeited. All the documents submitted should be valid on the date of submission of bid.

31. NEAR-RELATIONSHIP CERTIFICATE

31.1 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.

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

31.3 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).

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

32. VERIFICATION OF DOCUMENTS AND CERTIFICATES

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.

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 Purchaser will take action as per Clause-30.

SECTION-4
Part B
SPECIAL INSTRUCTIONS TO BIDDERS

E-Tender No. DGM(C&A)NP/Cable Fault Mtce & Rehab/ 2019-20/01 dated 05-11-2019

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. Eligibility Conditions

- 1.1 The eligible bidder(s) should be a registered Indian company/firm with registered office/branch at Chennai.
- 1.2 The bidder should have a minimum of two years of experience in Rehabilitation of Pillars / DPs, Excavation and Reinstatement of pits and trenches for attending U/G cable fault in different types of soils and allied works with BSNL or any other Telecom operator(Proof of experience in the form of Experience certificate from D.E and above is to be attached).
- 1.3 The bidder should have sound financial background and workforce. Proof of turnover of 2 previous years shall be attached.
- 1.4 The company should possess valid GSTIN registration and should have valid PAN No.
- 1.5 The Bidder should not have been black-listed by Central/ State Governments/ PSUs. A self-declaration may be submitted along with the bid document.
- 1.6 The bidders shall submit necessary documentary proof (self-attested) showing that they meet the eligibility criteria along with their bid.

2. Bid Security

The bank guarantee/DD so submitted shall be as per the format given in Section-7 A on prescribed judicial paper with stamps of proper value and should contain full address of the issuing branch of the bank with its telephone number and FAX number.

3. AWARD OF CONTRACT ON COUNTER OFFER :

3.A.1 BSNL is not bound to award contract at the lowest quoted rate received in the BID offer and reserves the right to decide on fair and reasonable rate of the work tendered and counter offer the same to the eligible bidders. In such a case, the final negotiated and approved L1 rate as declared by BSNL shall be the rate at which contract will be awarded on such of the tenderers who accept the final approved L1 rate.

3.A.2 All other terms and conditions of the tender shall remain operative even if a counter offer rate is offered to the bidder.

3.A.3 **Allocation of quantum of work without the participation of MSE bidder**

TABLE A	
No.of bidders	Distribution of work
1	100%
2	L1: 60% and L2: 40%
3	L1: 50% ; L2: 30% and L3: 20%
4	L1: 40% ; L2: 30%; L3: 20% and L4:10%

Allocation of quantum of work with participation of MSE bidder

TABLE B	
No.of bidders	Distribution of work
1	L1:80% and MSE bidder 20%
2	L1: 48% L2: 32% and MSE bidder(s): 20%
3	L1: 40% ; L2: 24; L3: 16% and MSE bidder(s)20%
4	L1:32% ; L2:24% ; L3:16% ; and MSE bidder(s)20%

Note:

- 1) The allocation of quantity shall be made as per Table A when all bidders happen to be non-MSE bidders and there is no qualified bidders.
- 2) The allocation of quantity shall be made as per Table A when all the bidders happen to be MSE Bidders.
- 3) The allocation of quantity shall be made as per Table B when qualified bidders are from both MSE and non-MSE group.
- 4) In case of one MSE registered bidder getting qualified in the Tender then Table B shall be followed. In case there are more than one MSE bidder getting qualified whose quoted rate is within +15% of L1 rate then 20% reserved quantity shall be distributed among such MSE bidders.
- 5) The MSE bidders become entitled to get the concession of allocation of quantity when the quoted rate is within +15% of L1 rate.

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

- 3.A.4 BSNL however reserves the right to depart from the guidelines for the distribution of quantities of work amongst the successful bidders depending upon the urgency and other factors prevailing at the time of deciding the tender or during the execution of work on an emergency nature.

Section- 4 Part C

INFORMATION AND SPECIAL INSTRUCTIONS FOR BIDDERS FOR E-TENDERING at <https://www.tenderwizard.com/BSNL>

E-Tender No. DGM(C&A)NP/Cable Fault Mtce & Rehab/ 2019-20/01 dated 05-11-2019

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, CHTD North Business Area (NBA), 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.

II. INSTRUCTIONS

- 1. Information and instructions for bidders posted on website 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 – Two Stage – Using Three Envelopes.

Financial bids & Technical bids shall be submitted by the bidder at the same time.

E-Reverse Auction/negotiation (if required by BSNL CHTD NBA) 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 prospective Bidders:**

- (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 Technically Responsive Bidders).
 - (xi) Participate in e-Reverse Auction on the portal, if required by BSNL.
4. 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 <https://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.

5. 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>].

6. 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 Principal General Manager (North) BSNL CHTD, has decided to use process of e-Tendering for inviting this E-Tender and thus the physical copy of the E-Tender would not be sold.

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

7. Special Note on Security of Bids

Security related functionality has been rigorously implemented in <https://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:

- 8. 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

<https://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.

8.1 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) <https://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 <https://www.tenderwizard.com/BSNL>. <https://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 <https://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 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 eProcurement/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).

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>.

11 **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.). While the first three instructions mentioned above are especially relevant to first-time users of <https://www.tenderwizard.com/BSNL>, the fourth instruction is relevant at all times.**

12 **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)**

- 13 Helpdesk (as given below) to get your registration accepted/activated.
M/s ITI Limited
Helpdesk
Telephone/ Mobile No. 9962676264, 8098469169, 9894191904
E-mail ID twhelpdesk699@gmail.com, & twhelpdesk811@gmail.com

- 14 BSNL Contact:
BSNL Contact-1
BSNL's Contact Person _AGM(Admn) NP
Telephone 044-26207300
E-mail ID agmanp@gmail.com

BSNL Contact-2
BSNL's Contact Person _SDE (Tech) NP
Telephone 044-26216545
E-mail ID : sdetechanr@gmail.com

SECTION-5

Part A

GENERAL (COMMERCIAL) CONDITIONS OF THE CONTRACT

E-Tender No. DGM(C&A)NP/Cable Fault Mtce & Rehab/ 2019-20/01 dated 05-11-2019

1 APPLICATION

The General conditions shall apply in contracts made by BSNL for the execution of cable construction works.

2 STANDARDS

The works to be executed under the contract shall conform to the standards prescribed in the U/G Cable Construction Practices.

3 PRICES

- 3.1 Prices charged by the Contractor for the works performed under the Contract shall not be higher from the prices quoted by the Contractor in his Bid.
- 3.2 Price once fixed will remain valid for the period of contract. Increase and decrease of Taxes / Duties will not affect the price during this period.

4 SUB CONTRACTS

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

5 SECURITY

i. Material Security

- (a) Every Successful Tenderer will have to deposit material security as mentioned in the Scope of Work, subject to a minimum of Rs.2 lakhs, in the form of **Bank Guarantee (valid up to 2 yrs and including six months after, the period of the contract)** from a Scheduled Bank and in the Material Security bond form provided in the Bid Document, **Section-7 (C)**. Material Security can also be submitted in the form of Crossed Demand Draft drawn in favour of **BSNL-CHENNAI TELEPHONES**, issued by a Schedule Bank and payable at Chennai. The Material Security will be a non interest bearing deposit, for any period whatsoever.
- (b) The Contractor at any point of time will not be issued stores costing more than Material Security. If due to any reason more store has to be issued to the Contractor, then the Material Security will be suitably enhanced. In this regard the decision of the Area PGM / DGM concerned shall be final and binding.
- (c) The proceeds of the Material Security shall be payable to BSNL as a compensation for any loss resulting from the Contractor's failure to handle properly the material issued to him under the contract.
- (d) The Material security shall be released/refunded within a fortnight from the date of the payment of the last final bill of the work under the contract or final settlement of material account, whichever is later on production of "No Dues Certificate" from the "Engineer-in-Charge".

ii. SECURITY DEPOSIT (PERFORMANCE SECURITY)

- a. The successful tenderer shall have to pay a Security Deposit equal to 5% of the total amount of work allotted to him as the **Security Deposit within 14 days of issue of letter of intent**. The EMD deposited by the successful bidders shall stand converted as a part of Security deposit. The balance amount of Security Deposit after adjusting EMD can be paid in the form of Bank Guarantee (**which shall be valid for 2 Years plus six months**) from a scheduled bank as per the specimen in Section 7 within 10 days upon intimation. The balance amount of Security deposit after adjusting EMD can also be submitted in the form of crossed demand draft drawn in favour of BSNL-CHENNAI TELEPHONES issued by a schedule bank and payable at Chennai.
- b. The proceeds of the performance security shall be payable to BSNL as compensation for any loss resulting from the contractor's failure to complete its obligations under the contract.
- c. The performance security deposit shall be refunded after expiry of contract period as noted above 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 on production of **"No Dues Certificate"** from the **"Engineer-in-Charge"**.
- d. No interest will be paid to the contractor on the security deposit.

6 ISSUE OF WORK ORDERS AND TIME LIMIT

Separate work orders will be issued for Cable Fault Maintenance and Rehabilitation work. The work order shall be issued so as to include all terms of works Rehabilitation and Cable Maintenance including attending Cable Faults of External Areas and associated works on "turn key" basis under the instructions from Area PGMs/DGMs. The quantities are subjected to change / variation without any notice subject to availability of required materials and funds. The work will be for exchange to pillar and to DP s upto subscribers end rehabilitation to ensure that the network becomes rehabilitated and the network gets upgraded completely against the work order. This makes it possible for ensuring end-to-end testing of cable pairs. The contractor shall organize the work in such a way so as to deliver *meaningful output* of requisite quality within shortest possible time. The work shall be taken up in such a way that pillar-wise/building wise rehabilitation takes place in a shortest possible time.

The work orders shall be issued by the Assistant General Manager/Divisional Engineer in-charge of external Areas maintenance of the Area concerned, after examining the technical and planning details of the works to be executed.

In the case of attending to cable fault work and maintenance, the following shall apply:

1. a) The contractor should respond to the calls immediately for attending to cable fault work & maintenance and commence the work within 24 hours. The nature of work covered by this tender includes excavating and reinstating pits on various kinds of Soils and surfaces covering all types of cables. No tools will be supplied by the BSNL for excavation of pits and reinstatement.
- b) Necessary arrangement for watchman and security should be arranged by the tenderer whenever required. Necessary arrangement for watch and ward should be provided in case faults are carried over.
- c) After Completion of works the contractor will submit the bills in triplicate with advance stamped receipt to the Unit Officer for processing for payment. Necessary deduction of Income Tax, Surcharge, and any other tax levied by the State/Central Government as amended from time to time will be made in the bill.
- d) No labour below the age of 18 years shall be employed on the works. BSNL shall be bound to contest any claim made against it under section 12, subsection (1) of the workman's compensation

Act. If any of the workman is found to be not properly performing his duty or otherwise found not suitable, the contractor must immediately replace such workmen. All legal obligations like payment of **EPF/ESI/Bonus/workmen compensation** shall be the responsibility of the contractor. The contractor should deploy the manpower with all tools like crow-bar, powrahetc to the work spot. The contractor should register with EPF authorities and a certificate to that effect that provisions of the Act has been complied with should be attached with each bill. Copy of monthly EPF paid to the employees should accompany with each bill (Copy of the PF paid statement should be signed by the contractor).

2. The successful tenderer will be engaged as "WORK CONTRACTOR" "ON WORK CONTRACT BASIS". It is purely a work contract based on the principles of "Law of Contract".
3. This award of work contract does not confer any right to appointment in BSNL.
4. All the successful tenderers are bound by the labour laws as amended from time to time and also bound by the various provisions of the said laws.
5. (i) The contractor should ensure that all workmen involved should be covered by adequate insurance scheme. In case any workman supplied by the tenderer suffers injury/damage or meets with an accident during the discharge of duty the entire cost of compensation should be borne by the tenderer and BSNL Chennai Telephones will stand indemnified against any claims/damage/Compensation. The sole responsibility for any legal or financial implication against such claims would vest with the tenderer only. BSNL shall have no liability whatsoever.

(ii) Debarring Conditions (leads to termination of contract):-

- (a) The near relatives of BSNL employees either directly recruited or on deputation are prohibited from participation in this tender. (Certificate to be given. Ref. Section –VIII 'B')
- (b) The contractor shall not engage any person below 18 years of age.
- (c) For any violation of Labour Laws.

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 Area Addl.GM/DGM.

The Assistant General Manager/Divisional Engineer shall mention the time limit to execute the work order after seeing the quantum of work and store availability position.

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 Area PGM/GM/Addl.GM/DGM, that the contractor is not executing the work at the required place.

7 EXTENSION OF THE TIME LIMIT

7.1 General

7.1.1 In each Work Order, the Work Order issuing Authority shall specify the time allowed for completion of work consistent with the magnitude and urgency of work. The time allowed for carrying out the work is to be strictly observed by the Contractor and shall be reckoned from seventh day from the date of issue Work Order.

7.1.2 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.

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

7.2.1 There may be some hindrances, other than covered under *force majeure*, while execution of work and in such cases the Contractor shall apply in writing in the prescribed form as given in Annexure-C) to the Engineer-in-Charge for extension of time (EOT), on account of which he desires such extension within three days of occurrence of hindrance. The Engineer-in-charge shall forward the request to the Competent Authority (an Officer of the Rank of JAG level in-charge of Cable Construction work) with his detailed report and photocopy of the Hindrance Register, in the prescribed form (Annexure D) within three days of receipt of request from the Contractor. 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.

7.2.1.1 The application contains the ground (s), which hindered the Contractor in execution of work.

7.2.1.2 The Engineer-in-charge is of the opinion that the grounds shown for extension of time are reasonable.

7.2.2. The Competent Authority shall consider the request keeping all the facts and circumstances in view and shall grant extension of time, if in his opinion, there are reasonable and sufficient grounds for granting such extension and the reasons for delay are not ascribable to the Contractor.

7.2.3. The Competent Authority may also grant extension of time for completion of work in cases where reasons for delay are ascribable to the Contractor, but such extension of time shall be with LD charges as per Clause dealing with penalty for delays in execution of works. The extension of time with LD charges shall be issued under the signature of JAG level Telecom. Officer competent to grant the extension of time.

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

7.2.5 If the Competent Authority is of the opinion that the grounds shown by the Contractors are not reasonable and sufficient 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.

7.3 Grant of Extension of Time without Applications

7.3.1 There are, at times, practical difficulties like non-availability of materials, delay in providing permissions/right of way etc. reasons of which are ascribable to BSNL. 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 (Annexure D). 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.

8. MEASUREMENT, INSPECTION, TESTING AND ACCEPTANCE TESTING

8.1 Measurement

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

8.1.2 Responsibility of taking and recording measurements: The measurement of various items of work shall be taken and recorded in the measurement book issued with each work order. The

measurement shall be taken and recorded by an Officer not below the rank of Junior Telecom Officer, supervising the work. The Junior Telecom Officer/Sub Divisional Engineer, directly responsible for supervision of work, shall be responsible for accuracy of **100%** of measurements. The Sub Divisional Engineer where Junior Telecom Officer is supervising officer shall be responsible for conducting test check of **50%** of measurements. The AGM shall be responsible for conducting of **10%** of measurements.

8.1.3 Method of recording of nomenclature of items: Complete nomenclature of items, as given in the Agreement need not be reproduced in the measurement book for recording the measurements but corresponding Item Code as provided, shall be used.

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

- **Measurement of other items.** The measurement/numerical details of other items shall be recorded in the sheets provided for respective items viz.
 - Recovery of Old Directly buried Cables/ Pipes
 - **Back pulling of** Cables from Ducts and Coiling of Cables
 - Placing half round RCC Pipes/Stone Slabs/ Precast RCC Slabs
 - Construction of Plinth for Pillars including mini pillar
 - Erection, Painting and Sign Writing of Pillars
 - Erection, Termination, Painting and Sign writing of External DPs/Internal DPs
 - Termination of Cables on MDFs and Pillars
 - Jointing of Cables (Straight and Branch joints) and end to end Testing, including of making PIT of 1:1:1 Mtr. and re-filling
 - Teeing works and Testing and Removal of Tee
 - Pilot trenching to identify the existing faulty UG cables
 - Cable fault tracing work, cable maintenance including attending cable faults
 - Trenching for exposing the faulty underground cables

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

8.2 Inspection, and quality control

8.2.1 The Quality of Works: The importance of quality of U.G. Cable Construction works cannot be over-emphasized. The quality of Telecom Service largely depends on the quality of External Plant of which U.G. Cable component covers the major portion. The U.G. cables are vulnerable to damages due to work of other agencies.

8.2.2 The quality of external plant up gradation work depends upon the quality of individual items of work involved Protection, Jointing of Cables and Termination of MDF, Pillars & DPs. In order to ensure quality in external plant up gradation / rehabilitation work, each component of work needs attention. The works shall be carried out strictly in accordance with specifications laid down to achieve the requisite quality aim.

8.2.3 The Contractor shall engage adequate and experienced supervisors to ensure that works are carried out as per specifications and with due diligence and in a professional manner. The contractors shall

satisfy himself/themselves that the work conforms to the quality specifications before offering the same to A.T. wing for Acceptance and Testing (wherever applicable).

8.2.4 An assessment of extent of interest shown by the Contractors in executing the works with requisite quality shall be recorded and used in evaluating the Contractor's Performance Rating (CPR).

8.2.5 In addition to Acceptance Testing being carried out by A/T wing and supervision by Construction Officers, all works at all times shall be open to inspection of BSNL.

The Contractors shall be bound, if called upon to do so, to offer the works for inspection without any extra payment.

8.2.6 Site Order Book: The Site Order Book is one of the primary records to be maintained by the JTO supervising the work during the course of execution of works. The noting made by Officers as well as Contractors, will form as basis for operation of many Contractual Clauses. The Contractor shall remove all the defects pointed out by BSNL in the Site Order Book (Annexure B)

8.2.7 The Site Order Book is to be maintained in the prescribed format. The Contractor or their Authorized Representatives shall also be at liberty to note their difficulties etc. in these books. The Site Order Books shall invariably be consulted at the time of making final payments to the Contractor.

8.3 Testing and Acceptance Testing :

For attending to cable fault tracing work and cable maintenance work, the Acceptance Testing shall not be applicable. However, the Acceptance Testing shall be applicable Rehabilitation work. The Acceptance Testing procedure is as under:

8.3.1 The work shall be deemed to have been completed only after the same has been accepted by the A.T. officer for conducting test checks without any extra payment. The Contractor shall restore the pits after test measurements to its original shape. The Contractor shall be responsible to provide test/measurement tools and testers for conducting various tests.

8.3.2 Scope of Acceptance and Testing: The purpose of Acceptance and Testing is to verify integrity of measurement and quality of work done. The A.T. officer shall not be responsible for recording of measurements for the purpose of billing and contractual obligations. However, if the measurements taken by A.T. officer are found to be lesser than the measurements recorded by the officer responsible for recording the measurements, the measurement taken by A.T. Officer shall prevail without prejudice to any punitive action against the Contractor as per provisions of the contract and the officer recording the measurements. The Contractor shall be obligated to remove defects/deficiencies pointed out by the A.T. officer without any additional cost to the department.

8.3.3. Offering the work for acceptance and testing: The Sub Divisional Engineer responsible for construction, after having satisfied himself of completion of work ready for A.T., shall offer the work to A.T. Officer for conducting Acceptance and Testing. The work shall be offered for A.T. as soon as Rehabilitation work as per work order completed in all respects. The work against any work order can be offered for A.T. in a number of such stages.

8.3.4 The Contractor shall provide labour, if demanded by the A/T officer for digging of test pits and other necessary infrastructure for carrying out the A/T work. No extra payment will be made for the digging of test pit.

9. WARRANTY

9.1 The cable joint shall be guaranteed for a period of ONE year from the date of closing of joint. In case of failure of the joint due to poor workmanship i.e., failure of joint without external

damage, with in the stipulated period of Guarantee the Contractor shall repair the joint(s) at his own cost within 24 hours of informing him, **failing which BSNL may carry out the repairs and penalty equivalent to five times of the approved rate of the jointing work** plus the cost of materials used shall be recovered from the Contractor from his pending Bill/SD or any amount due to him without prejudice to any other action as per Terms and Conditions of the Tender. The cost of jointing kit, supplied by BSNL, so used to revive the joint shall be deducted from the running bills of the contractor pending for payment or from security if all bills have been settled.

10. AUDIT AND TECHNICAL EXAMINATION

- 10.1** BSNL shall have the right to cause an Audit and Technical Examination of the work and the final bills of the Contractor including all supporting vouchers, abstract etc. to be made after payment of the final bill and if as a result of such Audit and Technical Examination any sum is found to have been overpaid in respect of any work done by the Contractor under the contract or any work claimed by him to have been done by him under the contract and found not to have been executed, the Contractor shall be liable to refund the amount of over payment and it shall be lawful for BSNL to recover the same from him in the manner prescribed in clause with the heading payment of bills (same chapter), or in any other manner legally permissible and if it is found that the contractor was paid less than what was due to him under the contract in respect of any work executed by him under it, the amount of such under payment shall be duly paid by BSNL to the Contractor.
- 10.2** Provided that BSNL shall be entitled to recover any sum overpaid, nor the Contractor shall be entitled to payment of any sum paid short where such payment have been agreed upon between the AGM 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 Area PGM / Area DGM or his Subordinate Officer.
- 10.3** Any sum of money due and payable to the Contractor (including security deposit returnable to him) under this contract may be appropriate by BSNL for the payment of a sum of money arising out or under any other contract made by the Contractor with BSNL.

11. BILL - PAYMENT TERMS:

- 11.1 Procedure for preparation, processing and payment of bills:**
- (a) The contractor will submit one single consolidated bill per SDE Unit for all the fault restoration work undertaken by him in a month. Monthly bill should be submitted in the following month for the work carried out in the preceding month.
 - (b) The Contractor shall prepare the bills in triplicate with correct schedule of rates, quantum of work, GST Tax as applicable along with the GSTIN registration number after Acceptance Testing (wherever applicable) and submit the bills to SDE In-charge of work.
 - (c) The bills must be as per measurements recorded in the measurement book (wherever applicable) and of all the items involved in the work **along with documents including attested copies of GSTIN, EPF & ESI remittance** with due validity and submit them to the Sub Divisional Engineers, In-charge within one month from the date of completion of the work.
 - (d) **While submitting the monthly/development bills to the Authority, the Contractor shall also render documentary evidence each month from Bank such as Transaction numbers of NEFT/RTGS/ECS etc., of receipt of Monthly payment of Minimum Wages to the deployed workforce .The agency shall furnish the names ,contact telephone numbers /mobile numbers and address of deployed work force .The Contractor shall duly comply with all Acts, Laws including Minimum Wages Notification, Payment of Bonus Act 1965, Contract Labour (Regulation and Abolition) Act, 1970 or other statutory rules, regulations, bye-laws as applicable or which might be applicable from time to time**

- (e) The SDE in-charge of work shall scrutinize the bill against the works entrusted and accord necessary certificates stating that work has been executed satisfactorily in accordance with specifications and terms and conditions of the contract. The SDE shall verify the quantities of items of work with reference to measurements recorded in the measurement book (and also A/T reports in case of any deviations noted by A/T officer wherever applicable). The SDE in-charge of work shall submit the bills, along with other documents mentioned below, with the documents as mentioned hereunder to the Assistant General Manager/Divisional Engineer, in-charge of work.

- Measurement book, in original
- The bill for all the quantities as per Measurements at the approved rates
- AT reports, if applicable
- Copy of the Work Order Issued.
- Work Execution – Verification & Satisfaction Certificate that the Work has been Taken Up & Completed as per Work Order and as per Standard Specification and Check of Quantum / Measurement of Works Executed.
- Letters of grant of EOT(s), if work could not be completed within stipulated time.
- Material reconciliation statement (if applicable) 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.
- Photos/Diagram/Drawings etc. if applicable
- First copy of bill with first copies of measurement sheets of measurement book (Payable copy)
- Second copy of bill with second copies of measurement sheets of measurement book (Not for payment)
- Third copy of the bill with photocopies of measurement sheets and (Not for payment)
- Adjustment of amount received against any bills
- Adjustment of performance security deposit and statutory taxes already recovered
- Details of recoveries/penalties for delays, damages to BSNL Properties / Third party properties as per provisions of the contract. In case no recovery is to be made, NIL report needs to be submitted.

11.2 Late Submission of Bills and Forfeiture of Bills Claim

- (a) Non-Submission of bills by the contractor or delay in submission of bills within the stipulated time i.e one month from the date of completion of work will render levy of penalty of 2% of the value of work per month. DGM (NWO)ANR zone reserves the right to condone the delay for the first 2 months with prescribed penalty. However, General Manager (North) reserves the right to allow additional 3 months, if the reason for delay in submission of bill by the contractor is found to be satisfactory with a maximum of 10% of reduction of bill.
- (b) **Bills submitted after six months from date of completion of work, is liable for rejection and the claim will be forfeited.**
- 11.3 Payments shall be made THROUGH ECS/NEFT/RTGS only, for which the Contractor shall be required to provide the mandate, bank details etc. to the paying authority.
- 11.4 The Assistant General Manager/Divisional Engineer shall exercise the prescribed checks on the bills and accord necessary certificates on the bills. The Assistant General Manager/Divisional Engineer shall retain the third copy in record and record it in the estimate file/register maintained in his office and send first and second copies with all documents to IFA/DGM/Addl.GM for processing of bills and release of payment.
- 11.5 The Works-section of IFA / DGM /ADDL.GM shall process the bills in the file with a copy of the sanctioned estimate of the concerned work in IMS/ERP package and scrutinize the bills vis-à-vis work order issued, sanctioned provisions in the estimate etc. The bill shall be passed, after necessary scrutiny by Works Section, by the officer competent to pass the bills. ECS payment

for the amount passed in the bill will be issued only after the Contractor gives a stamped pre-receipt for the amount. Details of payment of all the bills shall be entered in to Contractor's ledger by the Paying Authority.

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

11.7 Procedure of Payment for Sub-Standard works:

- (a) The Contractors are required to execute all works satisfactorily and in accordance with the specifications and as per Directions of Field Officer, If certain items of work are executed with unsound, imperfect or unskilled workmanship or with materials of any inferior description or than 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 Assistant General Manager/Divisional Engineer in-charge shall make a demand in writing specifying the work, materials or articles about which there is a complaint.
- (b) During the progress of the work, the defects/deficiencies noticed shall be reported to Contractor by the JTO/SDE/DE/AGM and the same shall have to be rectified then and there to avoid substandard work. In case the rectification is not done by the Contractor,

it shall be got rectified/replaced/removed by BSNL or through some other agency at the risk and cost of the Contractor. If substandard work is found out at a later date within the warranty period, the Contractor cannot be absolved of the responsibility for substandard work and associated liabilities as above.

- (c) There may be certain items of work pointed out as substandard which may be difficult to rectify and will not materially deteriorate the quality of service, a committee appointed by Competent Authority shall take into account the approximate cost of material/work pointed as substandard and recommend the rates payable for substandard work, which shall not exceed 60% of the approved rates of the item in question.
- (d) Record of substandard work: The items adjudged as substandard shall be entered into the measurement book with red ink.

12 PENALTY CLAUSE:

12.1 Delays in the contractor's performance:

- 12.1.1 (a) The time allowed for completion of the work, as entered in the tender/work order shall be strictly adhered to by the contractor and shall be **deemed to be the most important aspect of the contract on the part of the contractor and shall be reckoned from seventh day from issue of work order by BSNL.** The work shall, throughout the stipulated period of contract, be proceeded with all due diligence to achieve the desired progress uniformly, and the contractor shall pay as penalty an amount equal to **1% (one percent) of the amount (Minimum Rupees. One thousand per week) of the incomplete work for every one week of delay** in completion of work, subject to a maximum of 12% (Twelve percent) of the cost of the work awarded.

(b) If there is a delay in responding to the fault, penal deduction of 0.5% of each day of delay will be made by the controlling officer in the monthly bill. The day of the delay will be calculated from the date of intimation of the fault to the contractor by the controlling officer. If the delay in responding to the fault exceeds one week the tender will be terminated with the forfeiture of security deposit besides black listing the successful tenderer.

- 12.1.2. On any date the penalty payable as above, reaches 10(ten) percent of the estimated cost of the work, the contractor should proceed with the work further only on getting a written instruction from the Assistant General Manager/Divisional Engineer that, he is allowed to proceed further with

the work. It will be in the discretion of the Assistant General Manager/Divisional Engineer to allow the contractor to continue with the work on the basis of any written agreement reached between the contractor and the Assistant General Manager/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 Assistant General Manager/Divisional Engineer and contractor.

12.1.3 Penalty for delay in completion of the work shall be recoverable from the bills of the contractor and/or by adjustment from the security deposit or from the bills of any other contract. However, adjustment from security deposit will be made only when the contract has been terminated or at the time of final settlement of bills on completion of work.

12.1.4 In case of slow progress of the work in a section which have been awarded to a particular contractor, and the public interest does not permit extension of time limit for completion of the work, the Area PGM/GM / Area ADDL.GM/DGM 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. 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.

12.1.5 The Area PGM/GM/ADDL.GM/DGM/AGM/DE 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 of Rehabilitation.

12.2 Penalty for causing inconvenience to the public:

12.2.1 To ensure progress during the execution of work and to cause minimum inconvenience to the public, Under any circumstances the trench shall not be kept open for more than 2 days . 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 BSNL. This penalty will be in addition to that payable for delay or slow work. Any legal/accident cases arising out of the trench being kept open shall be the contractor's cause.

12.2.2 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 Area PGM/GM / ADDL.GM/DGM / AGM/DE / SDE shall be final and binding.

12.3 Penalty for cutting/damaging the old cable :

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

Size of existing cables cut/damaged	Amount of penalty per cut/damage
Up to 100 pairs cable	Rs.50,000/- (Rs. fifty thousand only)
Above 100 pairs & up to 400 pairs	Rs.100000/- (Rs.One Lakh only))
Above 400 pairs	Rs.1,50,000/- (Rs.One lakh fifty thousand only)
OFC OF ANY SIZE	Rs.2,00,000/- (Rs.Two lakhs only)
Misc (to include electrical cable, drainage / sewerage pipe and water pipe	Rs.1,50,000/- (Rs. one Lakh fifty thousand only)

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

12.4 Penalty for damaging stores/materials supplied by BSNL:

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

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

13 Rescission/Termination of Contract:

13.1 Circumstances for Rescission of Contract:

Under the following conditions the Competent Authority may rescind the Contract:

- a) If the Contractor commits breach of any item of terms and conditions of the Contract.
- b) 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 due date for completion or the contractor had already failed to complete the work by that date.
- c) If the Contractor had been given by the Officer-in-charge of work a Notice in writing to rectify/replace any defective work and he/she fails to comply with the requirement within the specified period

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 BSNL as under:

13.2.1 Measurement of works executed since the date of last measurement and upto the date of rescission of contract shall be taken in the presence of the Contractor or his Authorized Representative who shall sign the same in the MB. If the Contractor or his Authorized Representative do not turn up for joint measurement, the measurement shall be taken by the officer authorized for this purpose after expiry of due date given for joint measurement. The measurements taken by the officer so authorized shall be final and no further request for joint measurement shall be entertained.

13.2.2 The unused material (Supplied by BSNL) available at site, shall be transported back by BSNL to the Telecom Store at the risk and cost of the Contractor. If any such material is found damaged/lost then the penalty shall also be recovered from the Contractor as per conditions in Tender Documents, Bid.

13.2.3 The unexecuted work shall be got executed through the qualified Bidder from amongst the bidders, who participated in the bidding process, by giving them offers in their order of ranking (L2,L3 ---) at their quoted rates. If the work was awarded on single tender basis then BSNL shall get the unexecuted work completed through any other Contractor approved in BSNL-CHENNAI TELEPHONES at the approved rates of that particular section **or** to execute the work departmentally, as is convenient or expedient to BSNL at **the risk and cost of the Contractor**. In such an event, no compensation shall be payable by BSNL to the Contractor towards any inconvenience/loss that he may be subjected to as a result of such an action by BSNL. In this regard the decision of Area PGM / Area DGM or his Subordinate Officer shall be final and binding. In all these cases, expenses which may be incurred in excess of the sum which would have been paid to the original Contractor if the whole work had been executed by him shall

be borne and paid by the original Contractor and shall be deducted from any money due to him by BSNL under the contract or any other account whatsoever anywhere in BSNL or from a security deposit.

10.2.4 The certificate of the AGM/ DE in-charge of work as to the value of work done shall be final and conclusive against the Contractor, provided always that action shall only be taken after giving notice in writing to the Contractor.

13.3 Termination for Insolvency:

13.3.1. BSNL 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 thereafter to BSNL.

13.4 Optional Termination by BSNL (Other than due default of the Contractor)

13.4.1 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 and a reasonable compensation in accordance with the contract prices for any additional expenses already incurred for balance work exclusive of purchases and/or whole of material, machinery and other equipment for use in or in respect of the work.

13.4.2 In the event of the Termination of the Contract, the Contractor shall forth with clear the site of all the Contractor's materials, machinery and equipments and hand over possession of the work / operations concerned to BSNL or as BSNL may direct.

13.4.3 BSNL may, at its option, cancel or omit the execution of one or more items of work under this contract and may part of such items without any compensation whatsoever to the Contractor.

13.5 Issuance of Notice.

13.5.1 The Assistant General Manager / Divisional Engineer in-charge of work shall issue **show cause notice** giving details of lapses, violation of terms and conditions of the contract, wrongful delays or suspension of work or slow progress to the contractor directing the Contractor to take corrective action. A definite time schedule for corrective action shall be mentioned in the show cause notice. If the Contractor fails to take corrective action with the stipulated time frame, the AGM in-charge shall submit a draft of final notice along with a detailed report to the Competent Authority who had accepted the contract.

13.5.2 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.

- a) During the period of service notice and its effectiveness, the Contractor should not be allowed to remove from the site any material / equipment belonging to BSNL.
- b) The Contractor shall give in writing the tools and plants he would like to take away/remove from the site. Such of the materials as belongs to him and which may not be required for future execution of balance work may be allowed by the AGM / DE in-charge of work to be removed with proper records.
- c) No new construction beneficial to the Contractor shall be allowed.
- d) Adequate security arrangement by BSNL 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.

14 INDEMNITIES:

14.1 The Contractor shall at all times hold BSNL harmless and indemnify from against all action, suits, proceedings, works, cost, damages, charges claims and demands of every nature and descriptions,

brought or procured against BSNL, its officers and employees and forthwith upon demand and without protect or demur to pay to 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 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 BSNL or pay to 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 BSNL arising out of or incidental to or in connection with the operation covered by the Contractor.

14.2 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 BSNL.

15 FORCE MAJEURE

15.1 If any time, during the continuance of this contract, the performance in whole or in part by either party or any obligation under this contract shall be prevented or delayed by reason of any war, or hostility, acts of the public enemy, civil commotion sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (herein after referred to as events) provided notice of happenings, of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any such claim for damages against the other in respect of such non-performance and work under the contract shall be resumed as soon as practicable after such event may come to an end or cease to exist, and the decision of BSNL as to whether the work have been so resumed or not shall be final and conclusive, provided further that if the performance, in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days either party may, at his option terminate the contract.

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

16 ARBITRATION:

16.1 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:

16.1.1A 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.

The number of the arbitrators and the appointing authority will be as under: Claim	Number of arbitrator	Appointing Authority
Upto Rs. 5 crores	Sole Arbitrator to appointed from a panel Arbitrators of BSNL.	BSNL
Above Rs. 5 crores	3 Arbitrators	One arbitrator by each party and the 3d arbitrator, who shall be the presiding arbitrator, by the two arbitrators. BSNL will appoint its arbitrator from its panel.

- (1) Neither party shall appoint its serving employee as arbitrator.
- (2) 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.
- (3) Parties agree that neither party shall be entitled for any pre-reference or pendentelite interest on its claims. Parties agree that any claim for such interest made by any party shall be void.
- (4) 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 upto 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)
Upto 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. 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.

- (8) The Arbitration proceeding shall be held at New Delhi or Circle or SSA Headquarter (as the case may be).
- (9) 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.

16.2 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.

16.3 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.
- (c) This contract is subject to the jurisdiction of courts at Chennai only.

17. SET OFF :

Any sum of money due and payable to the Contractor (Including Security Deposit refundable to him) under the contract may be withheld by the Chief General Manager, BSNL Chennai Telephone District or any other person or persons contracting through the Secretary against any claim of the Chief General Manager, Chennai Telephone District or such other person or persons in respect of payment of a sum of money arising out of or under any other contract made by the contractor with the Purchaser or BSNL or such other person or persons.

It is an agreed term of the contract that the sum of money so withheld under this clause by the Chief General Manager, BSNL Chennai Telephone District will be kept withheld as such by the Chief General Manager BSNL Chennai Telephone District till his claim arising out of the same contract or any other contract is either mutually settled or determined by the Competent Court and that the contractor shall have no claim for interest or damages whatsoever on this account or any other ground in respect of any sum of money withheld under this clause and duly notified as such to the contractor.

SECTION 5

PART B

SPECIAL (COMMERICAL) CONDITIONS OF CONTRACT (SCC)

E-Tender No. DGM(C&A)NP/Cable Fault Mtce & Rehab/ 2019-20/01 dated 05-11-2019

1.0 GENERAL

- 1.1. The work shall be accepted only after Acceptance Testing(wherever applicable) carried out by BSNL A/T team, designated by BSNL, as per prescribed Schedule and Work/Material passing the test successfully.
- 1.2 BSNL reserves the right to disqualify such bidders who have a record of not meeting contractual obligations against earlier contracts entered into with BSNL.
- 1.3 BSNL reserves the right to black list a Bidder for a suitable period in case he fails to honour his bid without sufficient grounds.
- 1.4 BSNL reserves the right to counter offer price(s) against price (s) quoted by any Bidder.
- 1.5 Any clarification issued by BSNL, in response to query raised by prospective Bidders shall form an integral part of Bid Documents and it may amount to amendment of relevant clauses of the Bid Documents.
- 1.6 **Tender will be evaluated with reference to the Price schedule.**
- 1.7 All work to be executed under the contract shall be executed under the direction and subject to the approval in all respects of by the Asst. General Manager / Divisional Engineer or Site Engineer in-charge of work site who shall be entitled to direct at what point or points and what manner they are to be commenced, and from the time to time carried on.
- 1.8 The work in each section may be split up between two or more Contractors or accept any tender in part and not entirely if considered expedient by the Area PGM/DGM/AGM / DE in BSNL interest.
- 1.9 If the Contractor shall desire an extension of time for completion of the work on the grounds of unavoidable hindrance in execution of work or on any other **ground he shall apply in writing to the AGM within 3 days of the date of hindrance** on account of which he desires such extension as aforesaid. In this regard the decision of Area PGM/DGM/AGM/DE shall be final.
- 1.10 If at any time after the commencement of the work, BSNL may feel that execution of whole or part of work, as specified in the tender is not required to be carried out, then BSNL shall give notice in writing of the fact to the Contractor who shall have no claim to any payment of compensation whatsoever on account of any profit or advantage which he might have derived in consequence of the full amount of the work not having been carried out neither shall he have any claim for compensation by reason of any alterations having been made in the original specifications, drawings, designs and instructions which shall involve any curtailment of the work as originally contemplated.
- 1.11 Whenever any claims against the Contractor for the payment of a sum of money arises out of or under the contract, BSNL shall be entitled to recover such sum by appropriating in part or whole the Security Deposit of the **Contractor**, and to sell any Government Promissory Notes etc., forming the whole or part of such security or running/final bill pending against any contract with BSNL. In the event of the security being insufficient or if no security has been taken from the Contractor, then the balance or the total sum recoverable as the case may be, shall be deducted from any sum then due or which at any time thereafter may become due to the contractor under this or any other contract with BSNL. Should this sum be not sufficient to cover the full amount recoverable the Contractor shall pay to BSNL on demand the balance remaining due.
- 1.12. No official of Gazetted Rank or other Gazetted Officer employed in Engineering or administration duties in Engineering Department or any other Department of the Government of India is allowed to

work as a Contractor for a period of two years after his retirement from Government Service without the previous permission of Government of India. This contract is liable to be cancelled if either the Contractor or any of his employee is found at any time to be such a person who hadn't obtained the permission of Government of India as aforesaid before submission of the engagement in the Contractor's service as the case may be.

- 1.13 In the event of the Contractor being, adjusted Insolvent or going voluntarily in to Liquidation of having received order or other order under Insolvency act made against him or in the case of company, of the passing of any resolution, or making of any order for winding up whether voluntarily or otherwise, or in the event of the contractor failing to comply with any of the conditions herein specified, Area PGM/DGM/DGM/AGM/DE in-charge of external network shall have the power to terminate the contract without any Notice.
- 1.14 Without prejudice to any of the rights or remedies under this contract, if the Contractor dies, GM/DGM/AGM/DE in-charge of external network on behalf of **BSNL-CHENNAI TELEPHONES** can terminate the contract without compensation to the Contractor. However GM/DGM/AGM/DE in-charge of external network at his discretion may permit Contractor's heirs to perform the duties or engagements of the Contractor under the contract, in case of his death. In this regard the decision of PGM/GM/ADDL. GM/DGM/AGM/DE in-charge of external network shall be the final.
- 1.15 In the event of the Contractor, winding up his company on account of transfer or merger of his company with any other, the Contractor shall make it one of the terms and stipulations of the contract for the transfer of his properties and business, that such other person or company, shall continue to perform the duties or engagement of the Contractor under the contract and be subject to his liabilities there under.

1.16 Interpretation of the Contract Document:

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

1.17 Notification:

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

1.18 Shut down on account of weather conditions:

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

2 STORES SUPPLIED BY BSNL:

- 2.1 At no point of time the Contractor shall be issued stores of value more than the Contractor's material security as per Clause 5 of Section 5 Part-A, if at all the work requires more amount of materials to be

issued to the Contractor, then the security shall suitably be revised before the issue of the store and the Contractor will not have any objection to it.

- 2.2 The Contractor shall transport (including loading and unloading) all stores issued to him from District Telecom Store, to the site of work at his own cost. BSNL shall not pay any Transportation charges to the Contractor.
- 2.3 All materials supplied to the Contractor by BSNL shall remain the absolute property of BSNL and shall not be removed from site of the work except for use in the work and shall be at all times open to inspection by the Representative of BSNL-CHENNAI TELEPHONES. In case the materials like cable and accessories are taken delivery of by the Contractor and stored at the site office/store of the Contractor such site office/store will also be treated “as site” for this purpose. Any such materials remaining unused at the time of the abandonment, completion or determination of the contract shall be returned to BSNL at a place informed to him by BSNL, failing which the cost of the unused materials shall be deducted from the Contractor’s Material Security or any of his pending bills or from any other security.
- 2.4 The Contractor shall be responsible for the transportation of store, storage and safe custody of all materials supplied to him by BSNL, which in the Contractor’s custody whether, or not installed in the work. The Contractor shall satisfy himself regularly the quantity and quality of the materials supplied to him and he will be responsible for any subsequent deterioration and discrepancy (inclusive of theft) in the quantity/quality of the materials.
- 2.5 The Contractor shall submit a proper account every month of all the materials supplied to him by BSNL and those consumed in the work as per the “BSNL’s calculation” (which shall be final) will be charged to the Contractor or deducted from his Bills at 1.5 times of prevailing standard price including Freight, Handling Charges, Storage Charges etc. The details of procedure of issue/return of materials to the Contractors are detailed at Annexure-A, along with Material Requisition Slip and Material Return Slip.
- 2.6 The Contractor shall ensure that only the required materials are issued to him. Upon completion of work, the Contractor shall return to BSNL at the later designated store in good condition, free of charges, any unused materials that were supplied by BSNL.

3 EASEMENTS, PERMITS, LICENCES AND OTHER FACILITIES:

- 3.1 The Contractor shall obtain/provide at his own cost all easements, permits and license necessary to its work except for the following which shall be provided by the Representative of the BSNL-CHENNAI TELEPHONES:
 - (A) “Right of User” easements and permits.
 - (B) Railway and Highway crossing permits including bridge.
 - (C) Canal/Stream crossing permits.
- 3.2 The Contractor shall be fully responsible for handling and obtaining all necessary easements, Permits and Licenses, for moving all construction equipment, tools, supplied materials and men across Railways and Highways, across public or private road as well as premises of any public utility within the right of user and for bearing all costs that may be incurred in respect of the same.
- 3.3 The Contractor is to confine his operation to the provided construction “Right of User” unless it has made other arrangement with the particular property owners and/or tenants such other arrangements shall be entirely at the responsibility of the Contractor as to cost and arrangement as also breach and claim and shall be entitled with a copy to the AGM/DE.
- 3.4 The Contractor will not be entitled to extra compensation for hardship and increase in cost by the cable trench being routed adjacent to or across other pipeline, Highways, Railways, telephones or poser poles and wires or guy wires, embankments, cliffs, streams or other obstacles which may physically or otherwise in any manner, restrict or limit the use of the construction “Right of User”. Some construction and such contingency shall be deemed to have been providing for in the rates.

- 3.5 At location where the U/G Cable Trench is routed across or along Railways or Roads the Contractor shall without extra cost provide and maintain such detours and road controls as are required by the Railways or Government or Local Agencies having jurisdiction.
- 3.6 If BSNL is not able to provide above mentioned permits etc. in time then the extension of time limit shall be provided as per EOT clause given in Tender Document.

4 QUALITY OF WORK:

- 4.1 BSNL-CHENNAI TELEPHONES shall be the final judge of the quality of the work and the satisfaction of BSNL in respect thereof set forth in the contract documents. Laxity or failure to enforce compliance with the Contract Documents by BSNL and / or its representative shall not manifest a charge or intent of waiver, the intention being that, notwithstanding the same, the Contractor shall be and remain responsible for complete and proper compliance with the Contract Documents and the specification there in. The representative of BSNL-CHENNAI TELEPHONES has the right to prohibit the use of men and any tools, materials and equipment which in his opinion do not produce work or performance meet the requirement of the contract documents.

5 TAXES AND DUTIES:

- 5.1 Contractor shall pay all Rates, Levies, Fees royalties, Taxes and Duties payable or arising from out of, by virtue of or in connection with and/or incidental to the contract of any of the obligations of the parties in terms of the Contractor Documents and/or in respect of the works or operations or any part thereof to be performed by the Contractor and the Contractor shall indemnify and keep indemnified BSNL from and against the same or any default by the Contractor in payment thereof. Refund of GST claimed by the Contractor will be paid only on submission of Proof of Registration details under Section 69 of the Finance Act 1994 (32 of 1994).

6 PROTECTION OF LIFE AND PROPERTY AND EXISTING FACILITIES:

- 6.1 The Contractor is fully responsible for taking all possible safety precaution during preparation for and actual performance of the works and for keeping the construction site in a reasonable safe condition. The contractor shall protect all life and property from damage or losses resulting from his construction operations and shall minimize the disturbance and inconvenience to the public.
- 6.2 If the excavation trench alters the contours of the ground around road and Highway Crossing in such locations dangerous to traffic, the Contractor shall at his own cost, take necessary precautions to protect public and shall comply with all the Department Regulations as to placing of Warning Boards (Minimum size 3' X 2'), Traffic Signals, Barricades, Flags etc., at such location. If the Contractor does not put the warning signal as per above directions, then a penalty of Rs.500/- per day shall be levied on the Contractor, till the directions, are complied by the Contractor. The Contractor shall take due precautions to avoid damages to other pipe lines, water mains, Sewers, Telephones, Telegraphs and Power Conduits, Laid Wires Poles and Guy Wires, Railways, Highways, Bridges or other underground or above ground structure and/or property crossing or adjacent to the cable trench being excavated.
- 6.3 Attention of the contractor is drawn to the rules regarding attending of cable fault at Road Crossing, along Railway Bridges, Highways safety precautions while working in Public Street. The contractor in writing shall obtain the detailed engineering instructions from the AGM/DE of the area.
- 6.4 The Contractor shall be solely responsible for location through approved non-destructive means and ensuring the safety of all existing underground pipeline, electrical cables, and or other structures.
- 6.5 The Contractor shall be solely liable for all expense for and in respect of repairs and / or damage occasioned by injury of or damage to such underground and above structures or other properties and undertake to indemnify BSNL from and against all actions, cause of actions, damages claims and demands whatsoever, either in law or in equity and all loses and damages and costs (inclusive between attorney and client), charges and expenses in connection therewith and / or incidental thereto. The Contractor shall take all responsibilities and risk in crossing other pipelines and cables and shall

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

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

7 LABOUR WELFARE MEASURES AND WORKMAN COMPENSATION:

7.1 Obtaining License before commencement of work:

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

7.2 Contractors Labour Regulations:

7.2.1. Working Hours

- 7.2.1.1 Normally Working Hours of an Employee should not exceed 9 hours a day. The working day shall be so arranged that inclusive of interval for rest, if any, it shall not spread over more than 12 hours on any day. The contractor may have to work sometimes only during night hours if the situation so demands. Work on Sundays and public holidays shall also be carried out when necessary.
- 7.2.1.2 When a worker is made to work for more than 9 hours on any day or for more than 48 hours in any week he shall be paid over time for the extra hours put in by him.
- 7.2.1.3 Every worker shall be given weekly holiday normally on a Sunday, in accordance with the provisions of Minimum Wages (Central) Rules 1960, as amended from time to time, irrespective of whether such worker is governed by the Minimum Wages Act or not.
- 7.2.1.4 Where the minimum wages prescribed by the Government, under the Minimum Wages Act, are not inclusive of the wages for the weekly day of rest, the worker shall be entitled to rest days wages, at the rate applicable to the next preceding day, provided he has worked under the same Contractor for a continuous period of not less than 6 days.
- 7.2.1.5 Where a Contractor is permitted by the Engineer-in-charge to allow a worker to work on a normal weekly holiday, he shall grant a substituted holiday to him for the whole day, on one of the five days, immediately before or after the normal weekly holiday, and pay wages to such worker for the work performed on the normal weekly holiday at the overtime rate.

7.2.2 Display of Notice Regarding Wages Etc.:

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

7.2.3 Payment of Wages:

- 7.2.3.1 The Contractor shall fix wage periods in respect of which wages shall be payable.
- 7.2.3.2 No wage period shall exceed one month.
- 7.2.3.3 The wages of every person employed as contract labour in an establishment or by a Contractor, where less than one thousand such persons are employed, shall be paid before the expiry of seventh

day and in other cases before the expiry of tenth day after the last day of the wage period in respect of which the wages are payable.

7.2.3.4 Where the employment of any worker is terminated by or on behalf of the Contractor, the wages earned by him shall be paid before the expiry of the second working day from the date on which his employment is terminated.

7.2.3.5 All wages shall be paid thru' ECS/NEFT/RTGS/Electronic mode only.

7.2.3.6 Wages shall be paid without any deductions of any kind except those specified by the Central government by general or special order in this behalf or permissible under the Payment of Wages Act, 1956.

7.2.3.7 A notice showing the wages period and the bank details and time of disbursement of wages thru' electronic mode shall be displayed at the place of work and a copy sent by the Contractor to the Engineer-in-charge under acknowledgement.

7.2.3.8 It shall be the duty of the Contractor to ensure the disbursement of wages under intimation to the site Engineer or any other authorized representative of the Engineer-in-charge who will be intimated with the bank details and time of disbursement of wages thru' electronic mode by the Contractor to workmen.

7.2.3.9 The Contractor shall obtain from the site Engineer or any other authorized representative of the Engineer-in-charge, as the case may be, a certificate under his signature at the end of the entries in the "Register of Wages" or the "Wage-cum-Muster Roll", as the case may be, in the following form:-

"Certified that the amount shown in the column No has been paid to the workman concerned under intimation on at"

7.2.3 Fines and Deductions which may be made from wages

7.2.4.1 The wages of a worker shall be paid to him without any deduction of any kind except the following:

- (a) Fines
- (b) Deductions for absence from duty i.e., from the place or the places where by the terms of his employment he is required to work. The amount of deduction shall be in proportion to the period for which he was absent.
- (c) Deductions for damage to or loss of goods expressly entrusted to the employed person for custody, or for loss of money or any other deductions which he is required to account, where such damage or loss is directly attributable to his neglect or default.
- (d) Deduction for recovery of advances or for adjustment of over payment of wages, advances granted shall be entered in a register.
- (e) Any other deduction, which the Central Government may from time to time, allow.

7.2.4.2 No fines should be imposed on any worker save in respect of such acts and omissions on his part as have been approved of by the Labour Commissioner.

7.2.4.3 No fine shall be imposed on a worker and no deduction for damage or loss shall be made from his wages until the worker has been given an opportunity of showing cause against such fines or deductions.

7.2.4.4 Every fine shall be deemed to have been imposed on the day of the act or omission in respect of which it was imposed.

7.2.5 Labour Records

7.2.5.1 The Contractor shall maintain a **Register of Persons employed** on work on contract in Form XIII of the Contract Labour (R&A) Central Rules 1971.

7.2.5.2 The Contractor shall maintain a **Muster Roll** register in respect of all workmen employed by him on the work under Contract in Form XVI of the CL(R&A) Rules, 1971.

7.2.5.3 The Contractor shall maintain **Wage Register** in respect of all workmen employed by him on the work under contract in Form XVII of the CL (R&A) Rules 1971.

7.2.5.3(a) The contractor should be registered with the EPF authorities and a certificate to that effect that “provision of the act has been complied with” should be attached along with payment of contribution of EPF entry with respect of labourers engaged against this contract.

7.2.5.4 **Register of accidents** - The Contractor shall maintain a register of accidents in such form as may be convenient at the work place but the same include the following particulars:

- a) Full particulars of the labourers who met with accident
- b) Rate of Wages
- c) Sex
- d) Age
- e) Nature of accident and cause of accident.
- f) Time and date of accident.
- g) Date and time when admitted in hospital.
- h) Date of discharge from the Hospital.
- i) Period of treatment and result of treatment.
- j) Percentage of loss of earning capacity and disability as assessed by Medical Officer.
- k) Claim required to be paid under Workmen’s Compensation Act.
- l) Date of payment of compensation.
- m) Amount paid with details of the person to whom the same was paid.
- n) Authority by whom the compensation was assessed.
- o) Remarks

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

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

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

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

7.2.6 Attendance Card-cum Wage Slip

7.2.6.1 The Contractor shall issue an **Attendance Card cum Wage Slip** to each workman employed by him.

7.2.6.2 The card shall be valid for each wage period

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

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

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

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

7.2.7 Employment card

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

7.2.8 Service Certificate

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

7.2.9 Preservation of Labour Records

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

7.3 Power of Labour Officer to make Investigations or Enquiry

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

7.4 Report of Investigating Officer and action thereon

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

7.5 Inspection of Books and Slips

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

7.6 Submission of Returns

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

7.7 Amendments

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

8 INSURANCE:

8.1 Without limiting any of his other obligations or liabilities, the contractor shall, at his own expense take and keep comprehensive insurance including third party risk for the plant, machinery, men, materials etc. brought to the site and for all the work during the execution. The Contractor shall also

take out workmen's compensations insurance as required by law and undertake to indemnify and keep indemnified the BSNL from and against all manner of claims and demands and losses and damages and cost (including between attorney and client) charges and expenses that may arise in regard the same or that the BSNL may suffer or incur with respect to end/or incidental to the same. The contractor shall have to furnish originals and/or attested copies as required by BSNL of the policies of insurance taken within 15 (fifteen) days of being called upon to do so together with all premium receipts and other papers related thereto which BSNL may require.

9 COMPLIANCE WITH LAWS AND REGULATION:

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

10 TOOLS AND PLANTS

The Contractor shall provide at his own cost all tools, plants appliances, implements etc. required for proper execution of works. The contractor shall also supply without charge the requisite number of persons with the means and materials necessary for the purpose of setting out works, counting, weighing and assisting the measurements for examination at any time and from time to time. The contractor shall be responsible to make all arrangements, at his own cost for de-watering of trenches/ducts and de-gasification of the ducts before carrying out the work. The contractor shall also be responsible to make arrangements, at his own cost, for water required for carrying of works at sites including curing of CC/RCC works. Failing his so doing the same may be provided by the Engineer-in-charge at the expense of the contractor and the expenses shall be deducted from any money due to the contractor under this contract or otherwise. The contractor shall also be responsible to make arrangements, at his own cost to arrange for Flood Lights, Generator, etc., for carrying of works at sites wherever it is necessary. No additional payment will be made on this account.

11.. LEGAL JURISDICTION

- 11.1** Any dispute arising out of the tender/bid document/ evaluation of bids/issue of APO shall be subject to the jurisdiction of the court at Chennai, the place from where the NIT/tender has been issued.
- 11.2** Where a contractor has not agreed to arbitration, the dispute/claims arising out of the Contract/PO entered with him shall be subject to the jurisdiction of the Court at Chennai, the place from where Contract/PO has been issued. Accordingly, a stipulation shall be made in the contract as under.
- “This Contract/PO is subject to jurisdiction of Court at CHENNAI only”.**

SECTION-6
UNDERTAKING & DECLARATION

E-Tender No. DGM(C&A)NP/Cable Fault Mtce & Rehab/ 2019-20/01 dated 05-11-2019

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

(To be filled)

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:
Signature of Tenderer

Place: Name of Tenderer
Along with date & Seal

6 (B) – NEAR-RELATIONSHIP CERTIFICATE:

(To be filled)

E-Tender No. DGM(C&A)NP/Cable Fault Mtce & Rehab/ 2019-20/01 dated 05-11-2019

(Format of the certificate to be given as per the clause 31.4 of Section-4 Part –A by the bidder in respect of status of employment of his/her near relation in BSNL)

Tender.No :

Due to open on :

To

The Deputy General Manager (C&A)NP

BSNL Chennai Telephones

E 6 3rd Avenue TelephoneExgeBldg 1st Floor,

Annanagar East,Chennai-600102.

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

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

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

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

Note:

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

6 (C) DECLARATION REGARDING NEVER DEBARRED/BLACKLISTED
(To be filled)

E-Tender No. DGM(C&A)NP/Cable Fault Mtce & Rehab/ 2019-20/01 dated 05-11-2019

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

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

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

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

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

Signature of the Prop/Partner/Director

(Shri./Smt./Miss _____)

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

6(D)UNDERTAKING

(To be filled)

E-Tender No. DGM(C&A)NP/Cable Fault Mtce & Rehab/ 2019-20/01 dated 05-11-2019

(1) Have you obtained Labour Licence ? Yes/No

(i) If Yes, give licence N. and enclose a copy

(ii) If No, do you agree to get the licence as soon as the contract is agreed ?

(2) Are you employing child labour ? Yes/No

(3) Are ensuring payment of Minimum wages to the work Force ? Yes/No

(4) Are you paying EPF & ESI contribution to your employees regularly ? Yes/No

(i) If Yes, registration particulars under EPF & ESI may be furnished and enclose a copy.

(ii) If No, are you exempted from EPF & ESI as per provision of the EPF & ESI Act ?

(iii) Do you agree to pay the EPF & ESI contribution regularly ?

(5) Are you ensuring to pay bonus to the work Force Yes/No

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

(6) Are you having the GSTIN Registration Yes/No

Date :

Signature of Authorized Signatory.....

In capacity of

Duly authorized to sign the bid for and on behalf of

**6(E) CERTIFICATE OF MINIMUM WAGES TO BE SUBMITTED BY THE
TENDERER**

E-Tender No. DGM(C&A)NP/Cable Fault Mtce & Rehab/ 2019-20/01 dated 05-11-2019

I/We

M/s-----R/O-----

----- hereby certify that we shall comply with minimum wages Act that are to be paid to the laborers engaged by us Vide latest rate as fixed by the Labour Commissioner . While quoting the rates for the tender , any dispute arises out the payment of minimum wages responsibility lies with us only. We also certify that we shall comply with the ESI, EPF,Bonus,Goods and Service Taxes and other mandatory charges regularly as per existing rules without any fail.

Date:

Place:

Signature of the bidder with seal

**SECTION- 7
PROFORMAS**

BID SECURITY FORM 7 (A)

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

E-Tender No. DGM(C&A)NP/Cable Fault Mtce & Rehab/ 2019-20/01 dated 05-11-2019

Whereas (hereinafter called "the Bidder") has submitted its biddated.....to execute the work for Cable maintenance (including cable jointing for attending U/G cable faults) and rehabilitation works in Annanagar Area of BSNL Chennai Telephones vide E-TENDER NO. **NIT DGM(C&A)NP/Cable Fault Mtce & Rehabilitation/ 2019-20/01 dated 05-11-2019**. KNOW ALL MEN by these presents that WE OF having our registered office at(hereinafter called "the Bank") are bound unto Bharat Sanchar Nigam Limited (hereinafter called "the Purchaser") in the sum of Rs..... for which payment will and truly to be made of the said Purchaser, the Bank binds itself, its successors and assigns by these present.

THE CONDITIONS of the obligation are :

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

We undertake to pay to the Purchaser up to the above amount upon receipt of its first written demand, without the purchaser having to substantiate its demand, provided that in its demand, the purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions. This guarantee will remain in force as specified in Clause 11 of Section 4 of the Bid Document upto and including THIRTY (30) days after the Period of bid validity and any demand in respect thereof should reach the Bank not later than the specified date/dates.

Signature of the Bank Authority.

Name
Signed in Capacity of

Name & Signature of witness Full address of Branch
Address of witness
Tel No. of Branch
Fax No. of Branch

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

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

To

The Deputy General Manager (C&A)NP,
BSNL, Chennai Telephones, 3rd Avenue
E 6 1st Floor Telephone Exchange,
Annanagar East, Chennai 600 102,

Sub: Authorization for attending Bid Opening on _____ (Date)

Ref: E-Tender No. DGM(C&A)NP/Cable Fault Mtce & Rehab/ 2019-20/01 dated 05-11-2019

I/We hereby authorize Mr./Ms.-----and Mr./Ms.----- (alternative)
whose signatures are attested below ,to attend the Bid Opening for the Tender mentioned above on our
behalf.

Signature of Bidder/ Officer authorized to sign on
behalf of the Bidder

.....

Name of the Representative

.....

Signature of the Representative

.....

Name of the alternate Representative

.....

Signature of the Alternate Representative

Above Signatures Attested

Signature of Bidder/ Officer authorized to
sign on behalf of the Bidder

Note. 1. Only one representative will be permitted to attend bid opening. Alternate representative will be permitted when regular representatives are not able to attend.
2. Permission for entry to the hall where bids are opened, may be refused in case authorization as prescribed above is not received/presented.

7 (C) MATERIAL SECURITY BOND FORM

E-Tender No. DGM(C&A)NP/Cable Fault Mtce & Rehab/ 2019-20/01 dated 05-11-2019

Whereas (hereinafter called “ the Contractor”) has been awarded the contract for Cable maintenance (including cable jointing for attending U/G cable faults) and rehabilitation works in Annanagar Area of BSNL Chennai Telephones as per **E-Tender No. DGM(C&A)NP/Cable Fault Mtce & Rehab/ 2019-20/01 dated 05-11-2019** KNOW ALL MEN by these Presents that WE OF..... having our registered office at(herein called the “the contractor”) are bound unto(hereinafter called “BSNL”) in the sum of for which payment will and truly to be made of the said BSNL, the Bank binds itself, its successors and assigns by these presents.

THE CONDITIONS of the obligation are:

1. If the Contractor is unable to keep stores issued to him, properly, i.e. the store provided to the contractor, by BSNL are damaged **or**
2. The stores issued to the contractor by BSNL are stolen **or**
3. The Contractor is not able to provide proper account of the stores issued to him/her/ them by BSNL.

We undertake to pay to BSNL up to the above amount upon receipt of its first written demand without BSNL having to substantiate its demand, provided that in its demand, BSNL will note that the amount claimed by it is due to it owing to the occurrence of one or two or all of three conditions specifying the occurred condition or conditions.

This guarantee will remain in the force up to and including One hundred and eighty (180) days after the Period of Contract validity, and any demand in respect thereof should reach the Bank not later than the above date.

Authorised signatory of the Bank
Name
Signed in Capacity of

Name & Signature of witness Full address of Branch

Address of witness

Tel No. of Branch

7 (D) AGREEMENT

E-Tender No. DGM(C&A)NP/Cable Fault Mtce & Rehab/ 2019-20/01 dated 05-11-2019

The successful Tenderer shall have to execute the following Agreement;

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

Whereas the contractor has offered to enter into contract with the said BSNL for Cable maintenance (including cable jointing for attending U/G cable faults) and rehabilitation works in Annanagar Area of BSNL Chennai Telephones, on the terms and conditions herein contained and the rates approved by the BSNL-CHENNAI TELEPHONES (copy of Rates annexed) have been duly accepted and where as the necessary security deposits have been furnished in accordance with the provisions of the tender document and whereas no interest will be claimed on the security deposits.

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

- 1) The Contractor shall, during the period of this contract that is to say from to Or completion of work for Rs... (In words).....
Whichever is earlier or until this contract shall be determined by such notice as is hereinafter mentioned, safely carry out, by means of labours employed at his own expenses and by means of tools, implements and equipment etc. to be supplied by him to his labour at his own expenses, all trenching, cable jointing, pillar construction, DP fitting and other associated works as described in tender documents (annexed to the agreement), when BSNL or Area PGM/GM/ADDL.GM/DGM/AGM/DE or any other persons authorized by BSNL-CHENNAI TELEPHONES in that behalf require. It is understood by the contractor that the quantity of work mentioned on the schedule is likely to change as per actual requirements as demanded by exigencies of service.
- 2) The NIT (notice inviting tender), Bid documents (technical and Financial), letter of intent, approved rates, annexed hereto and such other additional particulars, instructions, drawings, work orders as may be found requisite to be given during execution of the work shall be deemed and taken to be an integral part of the contract and shall also be deemed to be included in the expression “The Agreement” or “The Contract” wherever herein used.
- 3) The contractor shall also supply the requisite number of workmen with means & materials as well as tools, appliances, machines, implements, vehicles for transportation, cartage etc. required for the proper execution of works within the time prescribed in the work orders.
- 4) The contractor hereby declares that nobody connected with or in the employment of the BSNL is not /shall not ever be admitted as partner in the contract.
- 5) The contractor shall abide by the terms and conditions, rules, guidelines, construction practices, safety precautions etc. stipulated in the tender document including any correspondence between the contractor and BSNL having bearing on execution of work and payments of work to be done under the contract.

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

Above written:

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

Witness:

1.

2.

Signed & Delivered on behalf
of PGM/GM(N) BSNL Chennai Telephones

Witness:

1.

2.

7 (E) PERFORMANCE SECURITY GUARANTEE BOND

E-Tender No. DGM(C&A)NP/Cable Fault Mtce & Rehab/ 2019-20/01 dated 05-11-2019

In consideration of CGM BSNL, Chennai Telephones (hereinafter called 'BSNL, Chennai Telephones') having agreed to exempt _____ (hereinafter called 'the said contractor(s)') from the demand under the terms and conditions of an agreement/ Advance Work Order No. _____ dated _____ made between _____ and _____ for for Cable maintenance (including cable jointing for attending U/G cable faults) and rehabilitation works in Annanagar Area of BSNL Chennai Telephones **E-Tender No. DGM(C&A)NP/Cable Fault Mtce & Rehab/ 2019-20/01 dated 05-11-2019** ('hereinafter called 'the said agreement'), of security deposit for the due fulfillment by the said contractor(s) of the terms and conditions contained in the said agreement, on production of the bank guarantee for _____ we, (name of the bank) _____ (hereinafter refer to as "the bank") at the request of _____ (contractor(s)) do hereby undertake to pay to the BSNL, Chennai Telephones, an amount not exceeding _____ against any loss or damage caused to or suffered or would be caused to or suffered by BSNL, Chennai Telephones, by reason of any breach by the said contractor(s) of any of the terms and conditions contained in the said Agreement.

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

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

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

5. We (name of the bank) _____ further agree with the BSNL, Chennai Telephones, that the BSNL, Chennai Telephones, shall have the fullest liberty without our consent and without affecting any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend the time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the BSNL, Chennai Telephones, against the said contractor(s) or to forebear or enforce any of the terms and conditions relating to the said agreement and we shall not be

relieved from our liability by reasons or any such variations or extension being granted to the said contractor(s) or for the any forbearance, act or omission on the part of the BSNL, Chennai Telephones, or any indulgence by the BSNL, Chennai Telephones, to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

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

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

Dated the _____day of _____

for

(indicate the name of the bank)

SECTION – 8

Tenderer's profile & Questionnaire.

E-Tender No. DGM(C&A)NP/Cable Fault Mtce & Rehab/ 2019-20/01 dated 05-11-2019

(To be filled)

S.No:	TOPIC	CONTENT	
1.	Name of the Tenderer / firm		
2.	Name of the person submitting the tender whose Photograph is affixed	<div style="border: 1px solid black; padding: 5px; width: 150px;"> Passport size Photograph of the Tenderer / authorized Signatory holding Power of Attorney </div>	Shri / Smt. In case of Proprietary / Partnership firms, the tender has to be signed by Proprietor / Partner only, as the case may be, otherwise the tender / bid shall be treated as invalid and rejected by the Tender opening committee.
3.	Address of the firm		
4.	Telegraphic Address		
5.	Telephone No: (with STD code)	(O) (R) (Fax)	
6.	Registration & incorporation particulars of the firm (Please attach attested copies of documents of registration / incorporation of your firm with the competent authority as required by business law)	Proprietorship	
		Partnership	
		Private Limited	
		Public Limited	
7.	Name of Proprietor / Partners / Directors		
8.	Certified that we have not been “black listed “from participating in BSNL Tender.		
9.	Tenderer Bank, Bank address and his current account number		
10.	Permanent Income Tax number, Income Tax circle/		
11.	Infrastructural capabilities	Capacity of trenching per day (in meters): Capacity of engaging mazdoors per day Particulars of other machines possessed by the contractor which	

		can help in trenching, cable pulling Particulars of vehicles available with the tenderer Type of Vehicle(s) Registration No.
12.	Details of Technical and supervisory staff	
13.	GST Registration Number	
14.	Details of previous experience as the Experience Certificate issued by a responsible officer(D.E and above) may please be enclosed. The contractors from cities other than CHENNAI should have a permanent office within Chennai Metro and should submit the address along with Telephone Numbers	
15.	<p>Additional Requirement:</p> <p>Have you obtained Labour License</p> <p>(i) If Yes, give Licence No. & enclose a copy</p> <p>(ii) If no, do you agree to get the Licence as soon as the contract is awarded?</p> <p>(iii) Are you employing Child Labour?</p> <p>(iv) Are you contributing EPF regularly to your employees?</p> <p>If yes, Registration particulars may be furnished</p> <p>If not, are you exempted from EPF Act? Otherwise do you agree to pay EPF contribution regularly, in case Tender is awarded?</p> <p>(v) Are you contributing ESI regularly to your employees?</p> <p>If yes, Registration particulars may be furnished</p> <p>If not, are you exempted from ESI Act? Otherwise do you agree to pay ESI contribution regularly, in case Tender is awarded</p>	
<p>I/We hereby declare that the information furnished above is true and correct.</p> <p>Place:</p> <p>Date:</p> <p>Signature of the Bidder / Authorized signatory (Name of the Tenderer) (Seal of the Tenderer)</p>		

Questionnaire

1. Do you think any other detail/ material is required to complete the work specified in the specification?

Yes/ No.

1.1 If Yes, Give details

.....

.....

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

2.1 If Yes, Give details

.....

.....

3. Suggestion for improvement of the tender document.

.....

.....

.....

Place.....

Signature of contractor

Date Name of Contractor

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

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

SECTION – 9

Part A

BID FORM

E-Tender No. DGM(C&A)NP/Cable Fault Mtce & Rehab/ 2019-20/01 dated 05-11-2019

To
The Deputy General Manager (C&A)NP,
BSNL, Chennai Telephones, 3rd Avenue
E 6 1st Floor Telephone Exchange,
Annanagar East, Chennai 600 102,

Dear Sir / Madam,

Having examined the conditions of contract and specifications including addenda No. the receipt of which is hereby duly acknowledged, we, undersigned, offer to execute the work for Cable maintenance including attending cable faults & cable joints and Rehabilitation in Annanagar Area of BSNL, Chennai Telephones in conformity with instructions issued by BSNL-CHENNAI TELEPHONES North Area, on award of contract and specifications of Area PGM/DGMs/AGM/DEs/SDEs.

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

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

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

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

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

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

Dated thisday of2019

Signature of Authorized Signatory.....

In capacity of

Duly authorized to sign the bid for and on behalf of

Witness

Address

Signature

SECTION – 9

Part B

Price Schedule(Financial Bid)

To

DGM (C&A)NP,
BSNL-CHENNAI TELEPHONES

Sub. : Our Financial Bid for Cable Maintenance (including attending cable faults & cable joints) and Rehabilitation works in External plants in Annanagar Area of BSNL, Chennai Telephones.

Ref. : E-Tender No. DGM(C&A)NP/Cable Fault Mtce & Rehab/ 2019-20/01 dated 05-11-2019

Dear Sir,

Having examined the tender documents, terms and conditions stipulated therein, specifications of work etc., and **paid EMD**, we, the undersigned, offer to execute for Cable Maintenance (including attending cable faults & cable joints) and Rehabilitation works in External plants in Annanagar Area of BSNL, Chennai Telephones in conformity with the said specifications and conditions of contract at the percentage (At par/above) on standard schedule rates quoted as under ;

Financial Bid

w.r.to standard scheduled rates at Section 9 Part C (Basic Rate)	Quotation
AT PAR	In words
OR	
ABOVE	In figures%
	In words Per cent

GST EXTRA AT THE GOVT.PREVAILING RATES WHEREEVER APPLICABLE

If our Bid is accepted, we shall submit the securities as per the conditions mentioned in the contract. We agree to abide by this Bid for a period of 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.

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

Signature of Tenderer/Authorised Signatory

Name of the Tenderer.....

Seal of the Tenderer

SECTION –9

Part C

E-Tender No. DGM(C&A)NP/Cable Fault Mtce & Rehab/ 2019-20/01 dated 05-11-2019

Standard schedule of Basic rates for PIJF U/G Copper Cable Maintenance (including including attending cable faults & cable joints) and Rehabilitation/Upgradation			
<u>E-Tender No. DGM(C&A)NP/Cable Fault Mtce & Rehab/ 2019-20/01 dated 05-11-2019</u>			
Sl.No.	DESCRIPTION OF WORK	Unit	Basic rate in Rs.
The rate includes trenching, backfilling, compacting, leveling, removing excess earth from the site, watering, dewatering, diversion of traffic, arranging night signal & Caution boards etc			
1	Cable related Works		
1A1.1	Excavating Trenches of 45cmX30cmX100cm including backfilling, compacting and removing excess earth from site(All kinds of soil other than 1A1.2)	per Mt	116.50
1A1.2	Excavating Trenches of 45cmX30cmX100cm including backfilling, compacting and removing excess earth from site (in Hard/Semi hard/Clay Soil)	per Mt	174.75
	Trenching pits for exposing the existing Cable		
1A2.1	Trenching pits for exposing the existing /faulty cable (For All kinds of soil other than 1A1.2)	cubic meter	310.67
1A2.2	Trenching pits for exposing the existing /faulty cable (For Hard/semihard/clay soil)	cubic meter	466.00
1.A.3	Providing Flood Lights, Mobile Generators, 2 Numbers of Warning Reflectors for Cable works to be carried out at night, including Transportation and Cost of Fuel & labour.	Per Night per site	588.33
1.A.4	Removal of Excess Earth from the site including Transportation (Rates are Included in Trenching)		Nil
2	Hamilton Standards		
2.1	Recovery of Assembled AB/A4BC Post and Transporting to specified sites	Each	282.99

Standard schedule of Basic rates for PIJF U/G Copper Cable Maintenance (including including attending cable faults & cable joints) and Rehabilitation/Upgradation			
<u>E-Tender No. DGM(C&A)NP/Cable Fault Mtce & Rehab/ 2019-20/01 dated 05-11-2019</u>			
3	DPs: Opening of Internal DPs ,Assembling of DPs, Fixing of DP Box 5/10/20, Fixing of Hard PVC Water Pipe, Drawing Tail Cable, Cable Termination, DP Sign Writing including Tail Joint (For New DPs and Rehabilitation DPs) /Sub Office Fitting. BSNL will supply only UG Cable and DP Box Materials. All other Materials are to be supplied by the Contractor including Transportation of Materials to the desired site		
3.1	Fixing 5/10 Pr. Internal DP or Removing old 5/10 Pr. DP. Fixing new DP including Termination. DP Boxes will be supplied by BSNL	Each	91.60
3.2	DP Sign Writing Internal/Wall DP	Each	54.96
3.3	Preparation and supply of DP Cord for Poll/Wall/Internal DPs existing and new including preparation of Pillar No./MF No./Pillar In & Out, DP Tag, No.Telephone/Circuit No.	Each connection with complete details	14.66
3.4	Straight, Branch Joint including taking Pit for Joints, Jointing Cables, Testing Pairs end to end, Joint closing & Pit closing. Jointing Kit supplied by BSNL (Per Joint)	50 Pairs	439.68
4	Opening of Internal DPs/Sub Office Fitting	Unit	Basic rate in Rs.
4.1	Supply of Hard PVC Water Pipe of 1" Dia (1.5 mm Wall Thickness) and burying at a depth of 60 cm including supply of PVC Pipes, Fixing Accessories and Transportation	Metre	44.34
4.2	Supply of Hard PVC Water Pipe of 1.5" Dia (1.5 mm Wall Thickness) and burying at a depth of 60 cm including supply of PVC Pipes, Fixing Accessories and Transportation	Metre	69.47
4.3	Supply of Hard PVC Water Pipe of 1" Dia (1.5 mm Wall Thickness) and fixing on the wall upto 2.5 Mtr. Height including Supply, Fixing Accessories and Transportation	Metre	45.82
4.4	Supply of Hard PVC Water Pipe of 1.5" Dia (1.5 mm Wall Thickness) and fixing on the wall upto 2.5 Mtr. Height including Supply, Fixing Accessories and Transportation	Metre	63.55
4.5	Fitting Hard PVC Water Pipe of 3.4" Dia (1.5 mm Wall Thickness) on Wall and Drawing of PVC Twin (including Pipe),Clamp cost	Metre	31.04
Standard schedule of Basic rates for PIJF U/G Copper Cable Maintenance (including including attending cable faults & cable joints) and Rehabilitation/Upgradation			

E-Tender No. DGM(C&A)NP/Cable Fault Mtce & Rehab/ 2019-20/01 dated 05-11-2019			
4.6	Fitting of Class-A GI Pipe 32 mm Dia on Wall including supply of GI Pipe and fixing Accessories (including Transportation cost)	Metre	65.31
4.7	Drawing of Cable Sizes 5,10,20 Pair through PVC Pipes (Cable will be supplied by BSNL). Rates inclusive of Transportation cost	Metre	3.87
4.8	Drawing of Cable Sizes 50, 100 Pair through PVC Pipes (Cable will be supplied by BSNL). Rates inclusive of Transportation cost	Metre	5.72
4.9	Drawing of PVC Twin Wire/Drop Wire in the Sub's Premises inside the PVC Pipes including fixing of LJU (Wire/LJU will be supplied by BSNL). Rates inclusive of Transportation Cost	Metre	3.68
4.10	Erection of Drop Wire/Recovery of Drop Wire including Transportaion of new Drop Wire to site / Recovered Drop Wire to Stores	Metre	2.04
4.11	Clipping / Clamping of UG Cables in the wall up to 50 pairs	Metre	4.40
4.12	Clipping of Drop wire in the wall	Metre	3.66
4.13	Erection/Repairing of Dropwire alignment - Climbing of pole and tying/adjusting/connecting to outdoor DP	Metre	2.69
4.14	Erection of 5 pair overhead	Metre	2.69
4.15	Erection Repairing of Dropcable alignment - Climbing of pole and tying/ adjusting/ connecting to outdoor DP of Drop Cable	Meter	2.25
5	Pillar Related Works		
5.1	Providing Earth to existing Pillars of all sizes as per Specification (Copper Wire of 95 Sq. mm through 32 mm A-Class GI Pipe) including Materials to be supplied by the Contractors. Earth Resistance should be <2 Ohms. Cost including supply of Materials and Transportation to site.	Each	650.36
5.2	Providing Wire Mesh for 800/1000 Pair Pillar Doors & Painting cost inclusive of Material and Transportation	Each	812.19
Standard schedule of Basic rates for PIJF U/G Copper Cable Maintenance (including including attending cable faults & cable joints) and Rehabilitation/Upgradation			
E-Tender No. DGM(C&A)NP/Cable Fault Mtce & Rehab/ 2019-20/01 dated 05-11-2019			

5.3	Providing Wire Mesh for 1600/2000 Pair Pillar Doors & Painting cost inclusive of Material and Transportation	Each	1447.29
5.4	Pillar Jumpering for offering AT per Line (Removing existing Jumpering & providing new Jumper) Jumper-Wire will be supplied by BSNL. Rates includes Transportation	Per Line	4.90
5.5	CT Box Erection in the Pillar & the Building Premises CT Box will be supplied by BSNL Rates inclusive of Transportation	Each	161.83
5.6	Termination of Cable in CT Box	Per Pair	6.10
5.7	Mini Pillar (400 Pair and Below) Plinth Contruction, Pillar Plinth should be 0.5 Mtrs above the ground level as per Specification	Per Pillar	2088.49
5.8	Mini Pillar Erection including fixing of CT Box and Transportation	Per Pillar	244.27
5.9	Removing Worn-out Modules in the Pillar/CT Box re-placing new Modules including Termination/Re-Termination of Cables/ Jumpers	Per Module	26.27
5.10	Welding in Pillar - Single Door		
a	Welding of Front L Angle	Each	900
b	Welding of Centre Beam	Each	200
c	Welding of Pillar Back side(New Metal Sheet of 1½ feet)	Each	800
d	Welding of Pillar with New Metal Sheet on both sides(New Metal Sheet of 1½ feet)	Each side	350
e	Pillar inside Sand filling and Cement packing	Each	1300
f	Welding of 2 Keels on the Door	For 2 Keels	200
g	Welding New Metal Sheet of 1½ feet & Replacement	Per Sq feet	200
h	Welding of Pillar Legs with material	Each	200
i	Welding of Mesh for Single Door with material	Each	1000
6	Night Patrolling for exposed and unburied higher sized distribution and primary cables due to work by Corporation/highway/other agencies work	per person	671.86
7	JCB hiring charges Minimum 3Hours	minimum 3 hours	1800
Standard schedule of Basic rates for PIJF U/G Copper Cable Maintenance (including including attending cable faults & cable joints) and Rehabilitation/Upgradation			
E-Tender No. DGM(C&A)NP/Cable Fault Mtce & Rehab/ 2019-20/01 dated 05-11-2019			
8	HDD		

8.1	Upto 60mm dia/ 200 pair cable	Per meter	500.00
8.2	61 to 100mm dia/ 400 pair cable	Per meter	500.00
8.3	151mm to 200mm dia / 800 or 1200 Pair cable	Per meter	700.00
8.4	151mm to 200mm dia /for Multiple cables. 3x200 / 2x400 Pair Cable	Per meter	700.00
9	Construction of Plinth for Pillar		
9.1	Construction of Plinth for Pillar - For Pillars upto 1000 Pairs	Per unit	10300.95
9.2	Construction of Plinth for Pillar For Pillars above 1000 Pairs	Per unit	13692.00
10	Erection, Painting and Sign Writing of Pillars		
	ERECTION		
10.1	For Pillars upto 1000 Pairs	Per unit	395.75
10.2	For Pillars above 1000 Pairs	Per unit	487.08
	PAINTING and SIGN WRITING		
10.3	For Pillars upto 1000 Pairs	Per unit	791.51
10.4	For Pillars above 1000 Pairs	Per unit	1065.49
10.5	Erection, Termination, Painting and Sign Writing Internal DPs 5/10 Pairs	Each DP	319.92
10.6	Erection, Termination, Painting and Sign Writing Internal DPs 20/50 Pairs	Each DP	364.14
BSNL will supply only Pillar Shells. Other materials including GI Plates, Copper Wire, Enamel paint, RCC Material and Water for curing required for the work shall be arranged by the Contractor. The rates include transportation, loading and unloading from stores to the site.			
11	Termination of Cables on MDFs and Pillars		
11.1	Termination of Cables on MDFs	Per 100 pairs	853.78
11.2	Termination of Cables on Pillars	Per 100 pairs	853.78
BSNL will supply only CT Boxes for Pillars and TAG Blocks for MDF. The Contractor shall arrange standard Tools and Equipment and Consumables required for carrying out the work.			
12	Straight, Branch Joint including taking Pit for Joints, Jointing Cables, Testing Pairs end to end, Joint closing & Pit closing. Jointing Kit supplied by BSNL (Per Joint)		
A	50 Pairs	Each	1250.17
B	100 Pairs	Per Joint	1508.89
C	200 Pairs	Per Joint	1767.61
Standard schedule of Basic rates for PIJF U/G Copper Cable Maintenance (including including attending cable faults & cable joints) and Rehabilitation/Upgradation			
E-Tender No. DGM(C&A)NP/Cable Fault Mtce & Rehab/ 2019-20/01 dated 05-11-2019			

D	400 Pairs	Per Joint	2285.05
	Above 400 pairs, additional Rates payable per 100 Pairs in excess of 400 Pairs	Per Joint	258.72
	1) For 800 Pairs	Per Joint	3319.93
	2) For 1200 Pairs	Per Joint	4354.81
BSNL will supply Jointing Kits & Modular Connectors, if jointing is asked to be done using Modular Connectors. The Contractor shall arrange for required Tools, PVC Sleeves, Consumables and other misc items viz PVC sleeves, consumables.			
13	Teeing works and Testing and Removal of Tee		
13.1	Teeing per Pair	Per Pair	22.79
13.2	Releasing per Pair	Per Pair	22.79
BSNL will supply Jointing Kits & Modular Connectors, if teeing is asked to be done using Modular Connectors. The Contractor shall arrange for required Tools and other misc. items, viz PVC sleeves, consumables sleeves, consumables etc.			
	Recovery of old Directly buried Cables / in Pipes		
13.3	UP to 50 Pairs	Per Metre	9.14
13.4	100 Pairs / 200 Pairs	Per Metre	17.55
13.5	400 Pairs	Per Metre	82.12
13.6	800 Pairs	Per Metre	105.12
13.7	1200 Pairs and above	Per Metre	105.39
	Back pulling of cables from Ducts and coiling of cables		
13.8	For cables of 400 Pairs	Per Metre	111.68
13.9	For cables of 800 Pairs	Per Metre	112.51
13.10	For cables of 1200 Pairs and above	Per Metre	112.78

- All the recovered items shall be made over to Division stores / Site Incharge
- Basic rates (page nos. 70 to 75) are inclusive of statutory requirements like ESI, EPF, Bonus component etc.

Important Note :

- The bidder shall submit an undertaking along with bid stating that the statutory requirement like Minimum Wages, EPF, ESI, Bonus component shall be taken care off while executing the work under each item.
- The details of proof of previous month payment of Minimum Wages, EPF, ESI, Bonus made to each labour shall be submitted along with the monthly bill by the contractor.

SECTION – 9

Part D

Annexures to the Work order

E-Tender No. DGM(C&A)NP/Cable Fault Mtce & Rehab/ 2019-20/01 dated 05-11-2019

- a) On award of contract, BSNL shall issue work order to the contractor/ bidder for Maintenance (Monthly) and Development and the contractor/ bidder shall comply with the statutory requirements scrupulously.
- b) The JTO/SDE in charge shall furnish the details namely, (i) Sl.No., (ii) Date, (iii) MSO no. if any, (iv) Pillar No., (v) Telephone no, Door No., Address, (vi) Type of soil, (vii) Type of work, (viii) Cable size, (ix) Trench size(LBD), (x) Remarks if any.**captioned asAnnexure A** along with the monthly maintenance work order.
- c) The contractor shall submit the below details along with the maintenance (Monthly) and Development bills. All details are to be submitted every month mandatorily and the remittance details are to be furnished in the subsequent month **captioned as Annexure B**

Description	Labour-01	Labour-02	Labour-03
1) Work Executed by the Labourer (Name):				
2) Sl. Nos. of the work of Annexure 'A' and the type of Work (Skilled/Unskilled)				
3) Labourer Identity (Aadhar/ voter Id No.)				
4) Total No. of Man-days (No. of days employed)				
5) Minimum wages per day (Skilled/Unskilled)				
6) Total Amount paid toLabourer (month)				
7) EPF Id and Amount				
8) ESI Id and Amount				
9) Labourer S/B A/C no. & Bank / Branch				
10) Previous Month Labour payment/Remittance details (NEFT/ECS/Challan No.) for each Labourer w.r.t Bill NO.				

ANNEXURE-A

Procedure for Issue / Receipt of materials to the Contractor

1. General

The materials shall be issued to the Contractors solely for the Bonafide Requirements of UG Copper Cable Construction works of Chennai Telephones required to be executed against the Work Order. The Sub Divisional Engineer shall maintain numerical account of stores in Form ACE-8 so as to ensure that the aggregate of the quantities of any or all materials issued to a Contractor, from time to time, for use on a work remains within the estimated requirement of the work.

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

The materials shall be issued to the Contractor from the stores location of which shall be mentioned in the schedule of rates. No separate charges for loading, transportation and unloading shall be paid. This cost of logistics shall be inbuilt in the schedule of rates for an average lead from district store depot to different work sites within Chennai Telephones. The cost on this account shall be loaded on to the rates of respective items.

- 8 Contractor shall submit requisition for issue of stores on form (Material Requisition Slip in Annexure-A) to the Engineer-in-charge who shall in turn verify the requirement of stores vis-à-vis theoretical requirements and already issued materials to the contractor against the work. The Engineer-in-charge shall authorize the Contractor or his Authorized Representative to collect the stores from the store godown. **Issue of materials to the Contractor shall remain within the value of Material Security furnished by the Contractor. The SDE in-charge, before authorizing issue of materials to the Contractor, shall ensure substantial utilization of earlier issued stores. If due to any reason more**

stores has to be issued to the contractor then the material security will be suitably enhanced In this regard the decision of the PGM /DGM of concerned Area shall be final and binding.

- 9 If the requirement of materials exceeds the theoretical requirement and in the opinion of Engineer-in-charge, the same is within reasonable limits and required for execution of work, the same shall be issued.
- 10 After completion of work against the Work Order, the Contractor shall submit a list of surplus materials to the Engineer-in-charge who shall decide whether the same need to be return to the stores of BSNL or be re-issued against any other Work Order. The Engineer-in-charge or his representative, before receiving, shall physically inspect the surplus materials.
 - The materials shall be returned to the stores by furnishing the details in form(Material Return Slip in Annexure-A).
 - If the surplus materials are to be re-issued, the Engineer-in-charge shall obtain requisition slip from the Contractor for issue of such materials and complete the records of store accounts of his office showing the materials having been issued to the Contractor. Copy of issue slip shall be sent to the Stores in-charge fromwhere the stores were collected at the first instance. The formalities for transfer of stores from one estimate to another, as prescribed by the BSNL Chennai Telephones shall be followed.

Form No. DTS/UGCC/013
Material Requisition Slip (In Triplicate)

From
M/s

No. _____ Dated _____

To

Work Order No. _____ Estimate No. _____

Kindly issue the following stores for _____ works.

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

Place _____

Date _____

Signature _____

Name of the authorised

Personnel Seal of the firm

The above store may be issued

Signature of the SDE

In-charge of the work

With seal

Store issued

Signature of the store

In-charge with seal _____

Stores received as above

Signature of the authorised

Personnel with seal of the firm _____

Copy to: SDE In-Charge of the works.

Note:

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

Form No. DTS/UGCC/014
Material Return Slip (In-triplicate)

No. _____
Dated. _____

From.: M/S. _____

Work Ordr No. _____
Estimate No. _____

Sir,

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

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

Place _____
Date _____

Signature _____
Name of the authorised Personnel _____

Seal of the firm

The above store may be taken to stock

Store received

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

Signature of the store-in charge
with seal

Stores deposited as above

Signature of the authorized personnel with seal of the
firm

Copy to: SDE in-charge of the works.

Form NO. DTS/UGCC/ 006
Site Order Book

Work Order No. _____

Name of the Contractor _____

Name of the work _____

Date of commencement of work _____

Period of completion _____

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

Form No. DTS/UGCC/025

Part-A**APPLICATION FOR EXTENSION OF TIME**

(To be filled in by the contractor)

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

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

7. Total extensions previously given (Copies of previous letters of grant of E.O.T.(s), shall be enclosed)
- _____

8. Period for which extension is applied for _____

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

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

10. Submitted to (Engineer-in-charge through site Engineer) _____

Signature of the Contractor _____

Date: _____

For Office use only

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

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

Signature of Site Engineer

Annexure-C
Form No. DTS/UGCC026

PART-B

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

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

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

9. Submitted to competent authority for consideration

Signature of Engineer
Date

Annexure-D

Form No. DTS/UGCC/027

HINDRANCE REGISTER (FRONT PAGE)

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

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

(FORMAT FOR INSIDE PAGES)

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



VENDOR MASTER FORM



(The details listed will be used for making all payments against POs / WOs, refund of EMDs / SDs, intimation of payments by email, issue of TDS certificates, C Form for CST purchases etc.)

(*) Minimum Required Fields to be Filled by the Company/Vendor. Please Attach copies of the supporting documents.

Title* : Mr. Ms. M/s Dr.

Name* :

Address* :

Town/District* :

City* :

State* :

Postal/Pin code* : Country* :

Contact Details:

Telephone Number : Fax No. :

Email_id :

(Mandatory for E-Tendering)

Name of Contact Person : Mobile No. :

Alternate Contact Person : Mobile No. :

Tax information:

PAN :

Service Tax reg. no. :

LST (Local VAT reg.No.) : CST Reg. No :

Tax Registration no.
(for Foreign Vendors) :

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.	:	<input type="text"/>
Excise Range	:	<input type="text"/>
Excise Division	:	<input type="text"/>
Excise Commissionerate	:	<input type="text"/>

Payment Transaction/Bank Details:

Bank Country	:	<input type="text"/>
Bank Name	:	<input type="text"/>
Bank Address	:	<input type="text"/>
Bank A/c No	:	<input type="text"/>
Bank IFSC	:	<input type="text"/>
Account holder's Name	:	<input type="text"/>
Type of Account	:	Savings(10) <input type="checkbox"/> Current(11) <input type="checkbox"/>
SWIFT Code (for Foreign Vendors)	:	<input type="text"/>
IBAN (for Foreign Vendors)	:	<input type="text"/>

(Endose 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	:	<input type="text"/>	Payment Method	:	<input type="text"/>
TDS Type - Invoice	:	<input type="text"/>	TDS Code - Invoice	:	<input type="text"/>

Checked by:	Authorized by (Finance)	SAP Vendor Master Created on	SAP Vendor Code
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

MANDATE FORM**(To be Filled)**

E Payment of suppliers bills through RTGS/NEFT/ECS

Serial No		Particulars
1	Company's Name	
2	Address	
3	Phone No	
4	Particulars of Accounts NAME OF THE ACCOUNT	
5	Bank Name	
6	ACCOUNT NO	
7	Branch Name& Address	
8	IFSC CODE/MICR CODE OF BRANCH	

I/we hereby declare that the particulars given above are correct and complete. I/We undertake that till a change is requested by us the payment shall continue to be in the above account only. I/We also agree to bear the RTGS/NEFT/ECS charges in case such charges are levied by any bank for processing the RTGS/NEFT/ECS transaction.

Date

Signature of the authorized
signatory (Sealed of the company)

**Certified that the particulars furnished above are correct as per our records.

Bank Stamp

Signature of the Authorised Officer
(From the Bank)

(Standard Tender Enquiry Document)

S. No.	Defaults of the bidder / vendor.	Action to be taken
A	B	C
1(a)	Submitting fake / forged	Rejection of tender bid of respective Vendor.
	a) Bank Instruments with the bid to meet terms & condition of tender in respect of tender fee and/ or EMD;	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) Certificate for claiming exemption in respect of tender fee and/ or EMD;	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.
	and detection of default at any stage from receipt of bids till award of APO/ issue of PO/WO.	
	Note 1:- However, in this case the performance guarantee if alright will not be forfeited.	
	Note 2:- 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, Income Tax departments etc and as supporting documents towards other terms & conditions with the bid to meet terms & condition of tender :	
	(i) If detection of default is prior to award of APO	i) Rejection of Bid & ii) Forfeiture of EMD.
	(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.

S. No.	Defaults of the bidder / vendor.	Action to be taken
A	B	C
	(iv) If detection of default after issue of PO/ WO	Termination/ Short Closure of PO/WO and Cancellation of APO Rejection of Bid & Forfeiture of PG/ SD. However on realization of PG/ SD amount, EMD, if not released shall be returned.
1(b) cont d.	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 :	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.
	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.	
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.	Termination of PO/ WO. Under take purchase/ work at the risk & cost of defaulting vendor. Recover the excess charges if incurred from the PG/ SD and outstanding bills of the defaulting Vendor.

S. No.	Defaults of the bidder / vendor.	Action to be taken
A	B	C
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.	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. Under take purchase/ work for balance quantity at the risk & cost of defaulting vendor. 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.	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 If the material is inducted in network & it is not possible to return it and/ or material is acceptable with degraded performance, the purchaser 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).	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/BG/SD; OR If the material is inducted in network & it is not possible to return it and/ or material is acceptable with degraded performance, the purchaser 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 Withdrawal of TSEC/ IA issued by QA Circle.
6	Submission of claims to BSNL against a contract (a) for amount already paid by BSNL (b) for Quantity in excess of that supplied by Vendor to BSNL.	i) Recovery of over payment from the outstanding dues of Vendor including EMD/ PG & SD etc. and by invoking 'Set off' clause 18 of Section 4 or by any other legal tenable manner. ii) Banning of Business for 3 years from date of issue of banning order or till the date of recovery of over payment in full, whichever is later.

S. No.	Defaults of the bidder / vendor.	Action to be taken
A	B	C
6	c) for unit rate and/ or amount higher than that approved by BSNL for that purchase.	As above
	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 CHTD or not.	
7	a) Network Security/ Safety/ Privacy:- If the vendor tampers with the hardware, software/ firmware or in any other way that	Termination of PO/ WO. 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 CHTD for 3 years from date of issue of banning order. Recovery of any loss incurred on this account from the Vendor from its PG/ SD/ O/s bills etc.
	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.	iv) Legal action will be initiated by BSNL against the Vendor if required.
	c) tampers with the billing related data/ invoicing/ account of the Customer/ User(s) of BSNL and/ or any other TSP(s).	
	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.	

S. No.	Defaults of the bidder / vendor.	Action to be taken
A	B	C
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.	<p>Termination/ Short Closure of the PO/ WO</p> <p>Settle bills for the quantity received in correct quantity and quality if pending items do not affect working or use of supplied items.</p> <p>No further supplies are to be accepted except that required to make the already supplied items work.</p> <p>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).</p> <p>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 purchaser may determine the price for degraded equipment (Financial penalty = Price – price determined for degraded equipment) himself and/ or through a committee.</p> <p>Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD.</p>
9	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>i) Termination/ Short Closure of the PO/ WO ii)</p> <p>Settle bills for the material received in correct quantity and quality if pending items do not affect working or use of supplied items.</p> <p>iii) No further supplies are to be accepted except that required to make the already supplied items work.</p> <p>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).</p> <p>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 purchaser 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.</p>

S. No.	Defaults of the bidder / vendor.	Action to be taken
A	B	C
10	If the vendor does not return/ refuses to return BSNL's dues:	i) Take action to appoint Arbitrator to adjudicate the dispute.
	in spite of order of Arbitrator. in spite of court orders	iii) Take legal recourse i.e. filing recovery suite in appropriate court. Termination of contract, if any. 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 CHTD 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:	i) 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 CHTD for 3 years from date of issue of banning order.
	(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.	
	(b) If the vendor/ supplier fails to execute a contract or fails to execute it satisfactorily beyond the provisions of Para 6,7,8, and 9 of Section 5.	

S. No.	Defaults of the bidder / vendor.	Action to be taken
A	B	C
13	(c) If the vendor/ supplier fails to submit required documents/ information, where required.	
	(d) Any other ground which in the opinion of BSNL CHTD 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/ ongoing works/ AMC / CAMC which will continue along with settlement of Bills.		

END OF THE E-TENDER DOCUMENT

DETAILS OF AREAS DIVISIONWISE

I. Units Covered under Annanagar Division:-

1. Lines and cable working from ANR EXTL I
2. Lines and cable working from ANR EXTL II
3. Lines and cable working from ANR EXTL IV
4. Lines and Cables working from Annanagar quarters RSU
5. Lines and Cables working from Annanagar West RSU
6. Lines and Cables working from Agasthiyar Nagar RSU
7. Lines and Cables working from Villivakkam RSU