



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

BID DOCUMENT
(Technical Cum Financial Bid)

E – TENDER DOCUMENT FOR

**REHABILITATION OF PILLARS / DPs, EXCAVATION AND REINSTATEMENT OF PITS AND TRENCHES
FOR ATTENDING U/G CABLE FAULT IN DIFFERENT TYPES OF SOILS AND ITS ASSOCIATED WORKS IN
DGM (O&M) KALMANDAPAM COMPRISING OF KALMANDAPAM & ENNORE (URBAN AREA) AND
PONNERI & GUMMIDIPOONDI(RURAL AREA)**

E-TENDER NO. DGM(NWO)NE/CL, RH & CF/KAL(O&M)AREAS/19-20 DATED 02.01.2020

O/o. Deputy General Manager (NWO -NE)
BSNL, Chennai Telephones
Flower Bazaar Telephone Exchange Complex, 6th Floor,
Lateral Extension Building.NSC Bose Rd, Chennai 600001

Phone No : 25363333

Fax No : 25363837

Certified that the tender contains 110 pages only.

SIGNATURE OF BIDDER



भारत संचार निगम लिमिटेड

(भारत सरकार का उपक्रम)

BHARAT SANCHAR NIGAM LIMITED

(A Govt. of India Enterprise)

CHENNAI TELETELEPHONES

Rehabilitation of Pillars / DPs, Excavation and Reinstatement of pits and trenches for attending U/G cable faults in different types of soils and its associated works notice through E-tendering

**E-TENDER NO. DGM(NWO)NE/CL, RH &
CF/KAL(O&M)AREAS/19-20 DATED 02.01.2020**

BSNL Chennai Telephones invites Digitally sealed tenders for Rehabilitation of Pillars / DPs, Excavation and Reinstatement of pits and trenches for attending U/G cable faults in different types of soils and its associated works in DGM (O&M) KALMANDAPAM COMPRISING OF KALMANDAPAM & ENNORE (URBAN AREA) AND PONNERI & GUMMIDIPOONDI(RURAL AREA)

Last Date for Submission of Tender :27.01.2020

Tender forms shall be available for downloading from <https://www.tenderwizard.com/BSNL> from 04.01.2020 14.00hrs to 27.01.2020 10.00hrs.

For further details, visit our website: www.chennai.bsnl.co.in or contact AGM (C& A) NE, Tel: 044-25392222.

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**BHARAT SANCHAR NIGAM LIMITED
CHENNAI TELEPHONES
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SECTION I(a)

E-TENDER NO. DGM(NWO)NE/CL, RH & CF/KAL(O&M)AREAS/19-20 DATED
02.01.2020

DETAILED NOTICE INVITING TENDER

REHABILITATION OF PILLARS / DPs, EXCAVATION AND REINSTATEMENT OF PITS AND TRENCHES FOR ATTENDING U/G CABLE FAULT IN DIFFERENT TYPES OF SOIL AND ITS ASSOCIATED WORKS IN DGM (O&M) KALMANDAPAM COMPRISING OF KALMANDAPAM & ENNORE (URBAN AREA) AND PONNERI & GUMMIDIPOONDI (RURAL AREA)

S.No:	TOPIC	CONTENT
1.	Name of work	REHABILITATION OF PILLARS / DPs, EXCAVATION AND REINSTATEMENT OF PITS AND TRENCHES FOR ATTENDING U/G CABLE FAULT IN DIFFERENT TYPES OF SOILS AND ITS ASSOCIATED WORKS IN DGM (O&M) KALMANDAPAM COMPRISING OF KALMANDAPAM & ENNORE (URBAN AREA) AND PONNERI & GUMMIDIPOONDI (RURAL AREA)
2.	Notice	Properly sealed Tenders (Packing PVC tape/Sealing wax with Personal Seal) are invited for and on behalf of Principal General Manager (North) from the contractors for above mentioned work (at S. No : 1).
3.	Work Jurisdiction & Area of contract	All exchanges under DE Kalmandapam, Ennore, Ponneri and Gummidipoondi Under DGM(O&M)Kalmandapam Zone, Chennai Telephones
4.	Eligibility class of Contractors)	All Contractors who have a minimum of three years of experience in the Telecom Field with BSNL or any other Telecom Operator during FY 2014-19

5. The details of Cost of the Tender Document, Bid Security and the Estimated Tender Cost of the work are furnished below :

Sl. No.	Section No.	Name of the Divisions	Estimated Tender Cost in Rs.	Bid Security	Cost of the Document (Non – Refundable) in Rs.
5 a.	Section – 1 (Urban)	KALMANDAPAM & ENNORE DIVISIONS (URBAN AREA)	4300000/-	86000/-	590/-
5 b.	Section – 2 (Rural)	PONNERI & GUMMIDIPOONDI DIVISIONS (RURAL AREA)	3300000/-	66000/-	590/-

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6.	Period of Contract	One year from the date of agreement. Extension of contract for another three months on the same approved rates at the discretion of BSNL and for further period of Nine months with mutual consent on the same approved rates
7.	Tender document containing detailed description of work, terms and conditions can be had from :	<p>1. Tender document can be obtained by down loading it from the website www.chennai.bsnl.co.in following "Link for E-Tenders by Chennai Telephones". The tender document for participating in E-Tender shall be available for downloading from https://www.tenderwizard.com/BSNL from 14.00 hrs of 04.01.2020 up to 10.00 hrs of 27.01.2020. BSNL, Chennai Telephones has decided to use process of e-tendering for inviting this tender and thus the physical copy of the tender would not be sold..</p> <p>2. Bidders must register on the e-tender portal. If not already registered earlier, follow all instructions for participating in bidding for the e-tender. The bidders cannot participate in the e-tender without downloading official copy of the tender document. The Tender document shall not be available for down load on its submission / closing date</p>
8.	Time and last date of submission of Bid	Up to 11.00 Hrs. on 27.01.2020
9.	Place of submission	Separate Tender document should be submitted for each Section : Separate Wax sealed tender envelope superscribed with Section No. in BOLD LETTER i.e. SECTION - 1 (URBAN) - Kalmandapam & Ennore, SECTION - 2 (RURAL) - Ponneri & Gummidipoondi, along with all requisite documents including Tender Document cost & bid security, to be dropped In the tender box provided at O/o AGM (C) (NE), BSNL, Chennai Telephones, 3 rd Flr, TAX Building, Flower Bazaar Exch Complex., No. 1, NSC Bose Rd, Chennai 600 001
10.	Venue of opening	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 authorised representatives of bidders can attend the Public Online Tender Opening Event (TOE) from the comfort of their Offices. However, if required, authorised representatives of bidders (i.e. Supplier Organisation) can attend the TOE at AGM (C&A) NE, BSNL, Chennai Telephones, 3 rd Floor, TAX Building, NSC Bose Road, FBR Telephone Exchange Complex, Chennai 600 001 where BSNL's Tender Opening Officers would be conducting Public Online Tender Opening Event (TOE)
11.	Time of Bid opening	At 11.30 Hrs. on 27.01.2020
12.	Important Conditions	<p>1. The tender, which is not accompanied by the requisite Bid Security or cost of the tender document, shall be summarily rejected by the TOC.</p> <p>2. Tender will not be accepted / received after expiry of the date and time specified at S.No:11 for Submission of Bid.</p> <p>3. BSNL, Chennai Telephones, reserves the right to reject any or all tenders without assigning any reason whatsoever.</p>

DGM (NWO) NE, BSNL, CHENNAI TELEPHONES

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SECTION I(b)

SPECIAL INSTRUCTIONS TO BIDDERS FOR E-TENDERING

General

The Special Instructions (for e-Tendering) supplement 'Instruction to Bidders', as enclosed in the tender Documents.

Submission of Bids only through online process 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 tendering, CHTD has decided to use the portal (<https://www.tenderwizard.com/BSNL>) through ITI, a Government of India Undertaking.

Benefits to Suppliers are outlined on the Home-page of the portal.

1. Tender Bidding Methodology:

Sealed Bid System – Two Stage–

Using Two Envelopes',

Followed by 'e-Reverse Auction' (if required by Business Unit / Planning cell) after opening of the Financial bids. In case of two envelope system Qualifying and Financial bids shall be submitted by the bidder at the same time.

2. Broad outline of activities from Bidders prospective:

1. Procure a Digital Signing Certificate (DSC)

2. Register on Electronic Tendering System® (ETS) of

<https://www.tenderwizard.com/BSNL>

3. Create Users and assign roles on ETS

4. View Notice Inviting Tender (NIT) on ETS

5. Download Official Copy of Tender Documents from ETS

6. Clarification to Tender Documents on ETS

– Query to BSNL (Optional) receives not later than 15 days prior to the date for the opening of the bids

– View response to queries posted by BSNL

7. Bid-Submission on ETS

8. Attend Public Online Tender Opening Event (TOE) on ETS

– Opening of Technical-Part

9. Post-TOE Clarification on ETS (Optional)

– Respond to BSNL's Post-TOE queries.

10. Attend Public Online Tender Opening Event (TOE) on ETS

– Opening of Financial-Part

(Only for Technical Responsive Bidders)

For participating in this tender online, the following instructions are to be read carefully. These instructions are supplemented with more detailed guidelines on the relevant screens of the ETS.

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3. Digital Certificates

For integrity of data and 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 (DC). also referred to as Digital Signature Certificate (DSC), of Class 2 or above, issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer <http://www.cca.gov.in>].

4. Registration and Training

To use the Electronic Tender® portal (<https://www.tenderwizard.com/BSNL>) vendors need to register on the portal. Registration of each organization is to be done by one of its senior persons who will be the main person coordinating for the e-tendering activities. In ETS terminology, this person will be referred to as the Super User (SU) of that organization. For further details, please visit the website/portal, and click on the 'Supplier Organization' link under 'Registration' (on the Home Page), and follow further instructions as given on the site.

Pay Annual Registration Fee as applicable.

Note: After successful submission of Registration details and Annual Registration Fee, please contact Tender wizard Helpdesk (as given below), to get your registration accepted/activated.

ITS's Helpdesk

Telephone/ Mobile – 9894191904 / 9941947400

[between 9:30 hrs to 18:00 hrs on working days]

E-mail ID - bsnlthelpdesk@gmail.com, twhelpdesk679@gmail.com, twhelpdesk438@gmail.com

BSNL Contact

BSNL's Contact Person-1, AGM GPD, Phone Number - 044-27924500

Email id: - degpdm@gmail.com

[on working dates from 04.01.2020 to 25.01.2020 between 11:30 hrs and 17:30 hrs]

BSNL's Contact Person-2, SDE GPD

Telephone no. 044-27923000, 27922000

[on working dates from 04.01.2020 to 25.01.2020 between 11:30 hrs and 17:30 hrs]

5. Some Bidding related Information for this Tender (Sealed Bid)

The entire bid-submission would be online on Tender wizard portal. Broad outline of submissions are as follows:

- Submission of Bid Security/ Earnest Money Deposit (EMD)
- Submission of digitally signed copy of Tender Documents / Addendum
- Two Electronic Envelopes containing
 1. Qualifying BID for Rehabilitation of Pillars / DPs, Excavation and Reinstatement of pits and trenches for attending U/G cable fault in different types of soils and its associated works, Kalmandapam Zone
 2. Financial Bid for Rehabilitation of Pillars / DPs, Excavation and Reinstatement of pits and trenches for attending U/G cable fault in different types of soils and its associated works, Kalmandapam Zone

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6. Offline Submissions:

The bidder is requested to submit the following documents one original set of Eligibility bid, Qualifying and financial bids in separate covers offline to

O/o AGM (C&A) NE,

BSNL, Chennai Telephones,

3rd Flr, TAX Building, Flower Bazaar Exch Complex.,

No. 1, NSC Bose Rd, Chennai 600 001.

Tel No: 25392222

on or before the date & time of submission of bids specified in this tender document, in a Sealed Envelope. The envelope shall bear (Name of the Work), the tender number and the words 'DO NOT OPEN BEFORE' (due date & time) as mentioned in the Clause D of Section II.

Note: The Bidder has to upload the Scanned copy of all above said original documents as Bid-Annexure during Online Bid-Submission.

7. Special Note on Security of Bids

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

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

Typically, 'Pass-Phrase' of the Bid-Part to be opened during a particular Public Online Tender Opening Event (TOE) is furnished online by each bidder during the TOE itself, when demanded by the concerned Tender Opening Officer and he/she may authorize the bidder to open his/her bid himself.

There is an additional protection with SSL Encryption during transit from the client end computer of a Supplier organization to the e-tendering server/ portal.

8. Public Online Tender Opening Event (TOE)

ETS 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 internet connectivity.

Every legal requirement for a transparent and secure 'Public Online Tender Opening Event (TOE)' has been implemented on ETS. As soon as a Bid is decrypted with the corresponding 'Pass-Phrase' as submitted online by the bidder himself (during the TOE itself), salient points of the Bids are simultaneously made available for downloading by all participating bidders. The work of taking notes during a manual 'Tender Opening Event' is therefore replaced with this superior and convenient form of 'Public Online Tender Opening Event (TOE)'.

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ETS 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. A detailed Technical and/ or Financial Comparison Chart enhance Transparency. Detailed instructions are given on relevant screens.

ETS has a unique facility of a detailed report titled 'Minutes of Online Tender Opening Event (TOE)' covering all important activities of 'Online Tender Opening Event (TOE)'. This is available to all participating bidders for 'Viewing/ Downloading'.

There are many more facilities and features on ETS. For a particular tender, the screens viewed by a Supplier will depend upon the options selected by the concerned Buyer.

9. 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 e-Procurement/e-Auction service provider's end(in the server, leased line etc) due to which all the bidders face a problem during critical events, and this is brought to the notice of BSNL by the bidders in time, then BSNL will promptly re-schedule the affected event(s).

10. Other Instructions

For further instructions, the vendor should visit the home-page of the portal (<https://www.tenderwizard.com/BSNL>), and go to the User-Guidance Center. The help information provided through 'ETS User-Guidance Center' is available in three categories – Users intending to Register / First-Time Users, Logged-in users of Buyer organizations, and Logged-in users of Supplier organizations. Various links are provided under each of the three categories.

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 ETS.

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

1. Obtain individual Digital Signing Certificate (DSC or DC) well in advance of your first tender submission deadline on ETS
2. Register your organization on ETS well in advance of your first tender submission deadline on ETS.
3. Get your organization's concerned executives trained on ETS well in advance of your first tender submission deadline on ETS.
4. Submit your bids well in advance of tender submission deadline on ETS (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 ETS, the fourth instruction is relevant at all times.

11. Minimum Requirements at Bidders end

- Computer System with good configuration (Min P IV, 1 GB RAM, Windows XP–Service pack-III)
- Broadband connectivity.
- Microsoft Internet Explorer 6.0 or above
- Digital Certificate(s)

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SECTION –II

Instruction to Bidders

A.INTRODUCTION:

1. DEFINITIONS

a. The BSNL means BHARAT SANCHAR NIGAM LIMITED, Government of India Company with Board of Directors, 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 / Sr. General Manager
Deputy General Manager
Additional General Manager
Deputy General Manager
Assistant General Manager
Divisional Engineer
Chief Accounts Officer
Sub Divisional Engineer
Junior Telecom Officer
Sr. Accounts Officer
Accounts Officer
Assistant Accounts Officer
Junior Accounts Officer

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

- a) Principal General Manager /Sr.General Manager/General Manager means all Area PGM/Sr.GM/GMs of Chennai Telephones and their successors.
- b) Additional General Manager/Deputy General Manager means all Addl.GMs/DGMs of Chennai Telephones District and their successors.
- c) Assistant General Manager/Divisional Engineer means all AGM/DEs External/Construction of Chennai Telephones District in-charge of rehabilitation and maintenance of cable works and their successors.
- d) Jurisdiction means present Telecom Network serving area by Chennai Telephones and expansions of Telecom Network in future.
- e) Site Engineer: Site Engineer shall mean SDE of BSNL who may be placed by the AGM/Divisional Engineer as in-charge of the work at site at any particular period of time.
- f) A/T Unit: A/T Unit shall mean Acceptance and testing unit of BSNL.
- g) A/T Officer: An officer authorized by BSNL to conduct A/T.
- h) 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), 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.
- i) 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.
- j) 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.
- k) 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.
- l) 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.
- m) Normal time or Stipulated time: Normal time or Stipulated time means time specified in the work order to complete the work.
- n) Extension of time: Extension of Time means the time granted by the Addl.GM/DGM concerned to complete the work beyond the normal time or stipulated time.

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- o) Date of Commencement of work: Date of Commencement of Work means the date of actual commencement of work or within 24 hours from the date of issue of work order, whichever is earlier.
- p) 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.
- q) 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.
- r) Excepted risk : Excepted risk are risks due to war (whether declared or not), invasion, act of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, military or usurped power, any acts of Government damages from aircraft, acts of God, such as earthquake, lightning and unprecedented floods and other causes over which, the contractor has no control and the same having been accepted as such by the Accepting Authority or causes solely due to use or occupation by the Government of the part of the work, in respect of which a certificate of completion has been issued.

2. ELIGIBILITY OF BIDDERS:

- (a) The bidders – individuals or firms or companies should have minimum of two years experience in Rehabilitation of Pillars / DPs, Excavation and Reinstatement of pits and trenches for attending U/G cable faults in different types of soils and its associated works with BSNL or any other Telecom operator for eligibility.
- (b) The bidder shall compulsorily submit satisfactory “Performance Certificate” from the
 - (i) AGM/DEs concerned of his last/current Contract, if worked in BSNL
Chennai Telephones / Tamil Nadu Telecom circle.
 - (ii) Head of the Unit, if worked for other telecom Operators

3. COST OF BIDDING:

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

B. THE BID DOCUMENTS

4. BID DOCUMENTS:

4.1 The works to be carried out under Rehabilitation of Pillars / DPs, Excavation and Reinstatement of pits and trenches for attending U/G cable faults in different types of soils and its associated works in DGM KAL Area, bidding procedures and contract terms are prescribed in the Bid Documents. The Bid Documents include:

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4.1.1 Qualifying Bid:

- 4.1.1.1 Notice Inviting Tender
- 4.1.1.2 Bid Form.
- 4.1.1.3 Tenderer's Profile
- 4.1.1.4 Instruction to Bidders
- 4.1.1.5 General (Commercial) Conditions of the Contract
- 4.1.1.6 Special conditions of contract
- 4.1.1.7 Scope of Work and jurisdiction of the contract
- 4.1.1.8 Forms / Certificates
- 4.1.1.9 Schedule of Requirement
- 4.1.1.10 Performance Security Form
- 4.1.1.11 Material Security Bond Form
- 4.1.1.12 Agreement (Sample)
- 4.1.1.13 Letter of Authorization for Attending Bid Opening
- 4.1.1.14 List of Documents to be submitted along with the Qualifying Bid
- 4.1.1.15 Financial Bids- Schedule of rates – for Rehabilitation and maintenance of External Plant of DGM Kalmandapam zones.

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

5. QUERIES ON BID DOCUMENTS:

A prospective bidder, requiring any clarification of the Bid Documents shall submit his queries through E Tender Portal and also notify the BSNL, Chennai Telephones in writing to BSNL, CHTD designated mailing address indicated in the invitation of Bids. The purchaser shall respond in writing to any request for the clarification of BID documents which it receives 15 days prior to the date of opening of the tender. Copies of the query (without identifying the source) and the clarifications by BSNL 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 the tender documents from <https://www.tenderwizard.com/BSNL>. 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. The format in which the clarifications in writing are to be sent via email.

SL NO	SECTION	CLAUSE	BRIEF DESCRIPTION OF THE CLAUSE	REF PAGE NO IN BID	COMMENTS OF BIDDER

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6. AMENDMENT OF BID DOCUMENTS:

- 6.1 At any time, prior to the date of submission of bids, BSNL may, for any reason whether *suo motto* or in response to a clarification requested by a prospective Bidder, modify the bid documents by amendments.
- 6.2 The amendment / addendum shall be notified in the E procurement portal <https://www.tenderwizard.com/BSNL> and these amendments / addendum shall be binding on them. It is the responsibility of the prospective bidder who down load the tender document to note these amendments and submit tender accordingly.
- 6.2 In order to afford prospective bidders reasonable time to take the amendments in to account in preparing their bids, BSNL may, at its discretion, extend the deadline for the submission/opening of bids suitably.

C. PREPARATION OF BIDS

7. DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS

The bidder shall furnish the following documents, as part of his/her bid documents establishing the bidders' eligibility as detailed below. The Documents shall be duly signed & submitted in original & should also be scanned & uploaded in the relevant e tendering portal.

1. Cost of the Bid form in accordance with Section I (a) of NIT (Sl No.6)
2. Bid Security (EMD) in accordance with Section I (a) of NIT (Sl No.7)
3. Tender document(s), in original, duly filled in and signed (ink other than black) in all pages by tenderer or his authorized representative along with seal on each page. All corrections and overwriting must be initialed with date by the tenderer or his authorized representative.
4. The bidder must have experience as per the requirements stated in NIT.
5. The registration of the firm, Authenticated copy of partnership deed in cases of partnership firm. Articles or Memorandum of Association in case of Company, or Proprietorship Deed in case of Proprietor.
6. Original Solvency certificate from the banker of the tenderer for Rs.5 lakhs is to be enclosed. The solvency certificate shall not be older than the date of issue of NIT.
7. Bid form, duly filled in, as per Section VI, A & Financial bid as per Section XIV.
8. Tenderer's profile, duly filled in, as per Section X of the tender document.
9. Original "Power of Attorney" in case person other than the tenderer has signed the tender document.
10. Copies of Acknowledged IT Returns for the FY 2018-19, 2017-18 & 2016-17

SIGNATURE OF BIDDER

11. Self-attested copy of GST Registration Certificate issued by Department of Central Excise.

12. No near relationship certificate.

13. Self-attested copy of EPF and ESI Registration Certificate. In case of any exemption from EPF / ESI act a certificate to that effect to be enclosed. Otherwise an undertaking certificate stating that "I agree to pay EPF contribution for my employees regularly in case my offer is accepted and I also agreed to send the monthly EPF contribution statement paid to my employees along with each bill" In case the above certificate is not attached, the bid offer will be rejected

14. Bidder shall furnish Clause by Clause compliance on the BSNL's all terms and conditions of this bid (Tender Document and addendum / Clarification if any) duly filled up and signed.

15. The Contractor should enclose a Self- attested copy of Labour License along with the Bid. In case the Labour Licence is not available undertaking certificate stating that "I am agreeable to get the Labour Licence as soon as the Contract is awarded "duly signed by the Contractor should be enclosed. Failure to give such undertaking certificate will not be considered for eligibility of Bid. The contractor shall not assign, sub-contract or subject the whole or any part of the works covered by the contract under any circumstances. However, this clause may be waived for PSUs under DoT only and they shall be allowed participation provided they fulfil all other terms and conditions as applicable to other private telecom contractors. No PSU will be given any preferential quota in respect of enlistment or award of such works.

16. In case of sub-contract by the eligible PSUs, being employer for the sub-contractors, the tenderer/bidder is solely responsible, for the welfare measures such as EPF & ESI for contract labourers/workers. The tenderer/bidder is required to furnish the details of number of contract labourers/workers under each sub-contractor. The mechanism adopted by the tenderer/bidder for remittance of the EPF and ESI for the contract labourers/workers by the sub-contractors under the sub-contract of the tenderer/bidder are to be furnished.

17. Self-attested Copy of PAN issued by IT Authority.

18. NSIC certificate in case of SSI units.

19. List of qualified, experienced personnel who are working for the tenderer, who will be deployed for the work

20. Duly filled up and signed Vendor Master Form

8. BID SECURITY:

- 8.1 The bidder shall furnish, as part of his bid, a bid security (EMD) for an amount of Rs. 86000/- (Rs. Eighty Six Thousand only) for Kalmandapam and Ennore (Section 1 – Urban) & Rs.66000/- (Rs. Sixty Six Thousand only) for Ponneri and Gummidipoondi (Section – 2 - Rural) as noted in NIT. No interest shall be paid by BSNL on the bid security for any period, whatsoever. No interest shall be paid by BSNL on the bid security for any period, whatsoever.
- 8.2 The bid security, is required to protect BSNL-CHENNAI TELEPHONES against the risk of bidder's conduct, which would warrant the security's forfeiture, pursuant to para 8.9.

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- 8.3 Bid security shall be paid in the form of crossed Demand Draft issued by a scheduled bank/Nationalised Bank drawn in favour of BSNL-CHENNAI TELEPHONES payable at Chennai.
- 8.4 The Public Sector Enterprises / Undertakings under the administrative control of the Ministry of Communications shall be permitted to furnish the bid security in the form of Bank guarantee issued by a Nationalised bank / Scheduled Bank, with a validity period of 240 days . This exemption is not extended to other PSUs of Centre / State Governments. The above Bank Guarantee will not be converted as part of performance guarantee in the event of PSU qualifies as successful tenderer. A fresh crossed Demand draft for Rs. 86000/- (Rs. Eighty Six Thousand only) for Kalmandapam and Ennore (Section 1 – Urban) & Rs.66000/- (Rs. Sixty Six Thousand only) for Ponneri and Gummidipoondi (Section – 2 - Rural) shall be furnished by the PSUs under the administrative control of Ministry of Communications as part of performance security in the event of their becoming a successful bidder.
- 8.5 THE BID SECURITY SHOULD BE KEPT IN THE “TECHNICAL BID” COVER AND NOT IN THE “FINANCIAL BID” COVER.
- 8.6 A bid not secured in accordance with para 8.1 & 8.3 shall be summarily rejected by BSNL as non-responsive.
- 8.7 The bid security of the unsuccessful bidder will be refunded as promptly as possible as but not later than 30 days after the expiry of the period of bid validity prescribed by BSNL.
- 8.8 The successful bidder’s bid security will compulsorily be converted to part of performance security deposit in accordance with the condition of the Tender.
- 8.9 The bid security shall be forfeited;
- 8.9.1 If a bidder withdraws his bid during the period of bid validity specified in the bid document or
- 8.9.2 If the bidder makes any modifications in the terms and conditions of the tender before acceptance of the tender, which are not acceptable to BSNL or
- 8.9.3 In case of a successful bidder, if the bidder fails:-
- (A) to sign the agreement in accordance with the conditions of the Tender
 - (B) to furnish Material & performance Security as per the tender clause. In this case the bidder will not be eligible to participate in the tender for same item for one year from the date of issue of advance work order. The bidder cannot approach the Court against the decision of BSNL in this regard
- 8.10. The MSME bidders are exempted from payment of bid security & cost of bid form
- a. A proof regarding valid registration with body specified by Ministry of Micro, Small & Medium Enterprise for the tendered items will have to be attached along with the bid.
 - b. The enlistment certificate issued by MSME should be valid on the date of opening of tender.
 - c. If a vender registered with body specified by Ministry of Micro, Small and Medium Enterprise claiming concessional benefits is awarded work by BSNL and subsequently fails to obey any of the contractual obligations, he will be debarred from any further work/ contract by BSNL for one year from the date of issue of such order.
- 8.11 The bank guarantee /DD for bid security or MSME registration certificate for claiming exemption from submission of bid security should be submitted. The bank guarantee/DD so submitted shall be as per the format given in SECTION- IX 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.
- In case where the document of bid security is not submitted in the manner prescribed above, THE BID SHALL BE REJECTED.

SIGNATURE OF BIDDER

9. BID PRICES:

- 9.1 Prices shall be quoted as per Section XIV of Financial bid, by the bidder, as percentage below/ above / at par the schedule of rates given in schedule of rates (Section XIII) (Financial Bid document) inclusive of all taxes, except GST at the Government prevailing rate. Prices quoted at any other place shall not be considered. The contractor shall be responsible for transporting the materials, to be supplied by BSNL- CHENNAI TELEPHONES from District Telecom Store at Vyasarpadi or Divisional / Sub- divisional Stores under the control of AGM/DEs / SDEs of the district otherwise to execute the work under the contract, at site at his/her own cost. The costs of transportation are subsumed in the standard Schedule Rates and therefore no separate charges are payable on this account. The offer shall be firm in Indian Rupees.
- 9.2 The price quoted by the bidder shall remain fixed during the entire period of contract and shall not be subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.
- 9.3 Discount, if any, offered by the bidders shall not be considered unless they are specifically indicated in the schedule of rates (financial bids). Bidders desiring to offer discount shall therefore modify their offers suitably while quoting and shall quote clearly net price taking all such factors like Discount, free supply, etc. into account.

10. PERIOD OF VALIDITY OF BIDS:

- 10.1 Bid shall remain valid for 180 days from date of opening of the bid (Qualifying Bid) A BID FOR A SHORTER PERIOD SHALL BE REJECTED BY BSNL AS NON-RESPONSIVE.
- 10.2 BSNL reserves the right to request the lowest 5 bidders as per read out list on the opening day to extend the bid validity for a period of further 60 days and the bidder has to necessarily extend the bid validity. Refusal to extend the bid validity will result in forfeiture of the bid security. A bidder accepting the request and extending the bid validity will not be permitted to modify his/her bid.

11. SIGNING OF BID:

- 11.1 The bidder shall submit, as a part of his bid, the bid documents (in original) duly signed on each and every page, establishing the conformity of his bid to the bid documents of all the works to be executed by the bidder under the contract. {Note: The tenderer is advised to keep a photocopy (at his own cost) of the bid documents for his own reference.}
- 11.2 The bid shall contain no inter-lineation, erasures or overwriting except as necessary to correct errors made by the bidder in which case such corrections shall be signed with date by the person or persons signing the bid.

SIGNATURE OF BIDDER

D. SUBMISSION OF BIDS

12. METHOD OF PREPARATION OF BID:

- 12.1 Bid for each tender should be submitted in two envelopes placed inside a main cover. These envelopes should contain the following

Envelope	Marked on the Cover	Contents of Envelope
INNER ENVELOPE I WAX SEALED	Technical Bid	Technical Bid is to be filled up, signed and put in a WAX sealed cover along with EMD, Cost of the Tender Document and a signed copy of the Tender document. This cover should be super scribed as “TECHNICAL BID for Rehabilitation of Pillars / DPs, Excavation and Reinstatement of pits and trenches for attending U/G cable faults in different types of soils and its associated works in Kalmandapam Zone of Chennai Telephones comprising of KALMANDAPAM & ENNORE (URBAN AREA) and PONNERI & GUMMIDIPOONDI(RURAL AREA) Divisions.
Inner Envelope II WAX Sealed	Financial Bid	Financial Bid is to be filled up, signed & put in a WAX sealed cover. This Cover should be super scribed as “FINANCIAL BID for Rehabilitation of Pillars / DPs, Excavation and Reinstatement of pits and trenches for attending U/G cable faults in different types of soils and its associated works in Kalmandapam Zone of Chennai Telephones comprising of KALMANDAPAM & ENNORE (URBAN AREA) and PONNERI & GUMMIDIPOONDI(RURAL AREA) Divisions.
Main Outer Envelope		The above two sealed covers are to be put together in the third Main outer envelope and WAX sealed with superscription on the cover as “TENDER for Rehabilitation of Pillars / DPs, Excavation and Reinstatement of pits and trenches for attending U/G cable faults in different types of soils and its associated works in Kalmandapam Zone of Chennai Telephones comprising of KALMANDAPAM & ENNORE (URBAN AREA) and PONNERI & GUMMIDIPOONDI(RURAL AREA) Divisions.

The tenders which are not submitted in above-mentioned manner shall be summarily rejected. All envelopes (2 inner & one outer) must bear the following address; (Address to be filled-up) To Address” as follows:

O/o AGM (C&A) NE,
BSNL, Chennai Telephones,
3rd Flr, TAX Building, Flower Bazaar Exch Complex.,
No. 1, NSC Bose Rd, Chennai 600 001

“NOT TO OPEN BEFORE 27.01.2020 @ 11:30 Hrs”

E-TENDER NO. DGM(NWO)NE/CL, RH & CF/KAL(O&M)AREAS/19-20 DATED 02.01.2020

SIGNATURE OF BIDDER

- 12.3 The tenderer will be bound by all terms, conditions & specifications as detailed in the tender documents.
- 12.4 Any tender with conditions other than those specified in the tender document is liable to be summarily rejected. No modification by the contractor in any of the conditions will be permitted after the tender is opened.

13. SUBMISSION OF BIDS:

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

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

A. Technical Bid envelope

I. Submission of Mandatory documents:

- a) Digitally signed copy of Tender Document (111 pages), Corrigendum and Addendums.
- b) Scanned copy of DD-Bid Security.
- c) Scanned copy of DD–Tender document fee.
- d) Document proof of having experience as per Section II, Clause 2
- e) Request for claiming exemption of Bid security & tender document fee and Proof in respect of valid certification from NSIC for the tendered item/work.

II. Submission of Eligibility documents:

All the scanned documents as per eligibility criteria of Clause 7 of Section – II, C of the Tender Document are to be uploaded on-line

B. Financial Bid (Price Bid) as per the format in Tender document

All the above said documents mentioned at 13- A (I) & A (II) and B are to be uploaded online

Offline submission of tender documents: Tenders should be submitted during office hours to
O/o AGM (C&A) NE,
BSNL, Chennai Telephones,
3rd Flr, TAX Building, Flower Bazaar Exch Complex.,
No. 1, NSC Bose Rd, Chennai 600 001.

on or before the closing (date & time) of tender, as mentioned in NIT. The Tenderer is to ensure the delivery of the bids at the correct address. BSNL shall not be held responsible for delivery of bid to the wrong address.

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Postponement of Tender Opening:

Whenever it is considered necessary to postpone the opening date of tender, the decision taken in this regard will be communicated.

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

14 LATE BIDS:

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

15. MODIFICATIONS AND WITHDRAWAL OF BIDS:

- 15.1 The bidder may modify or withdraw his bid after submission and before opening, provided that the intimation is deposited by the bidder in a properly sealed envelope (with wax/Packing PVC tape/Personal Seal), before the scheduled time and date for closing of tender.
- 15.2 No bid shall be modified subsequent to the deadline for submission of bids.

E BID OPENING AND EVALUATION:

- 16.1 BSNL-CHENNAI TELEPHONES shall open the bids in the presence of bidders or his authorized representatives who choose to attend, at the prescribed hour on the due date. The bidder's representative, who is present, shall sign an attendance register. The bidder shall submit authorization letter to this effect before they are allowed to participate in the bid opening (A format is given in Section – XI).
- 16.2 Only one representative for any bidder shall be authorized and permitted to attend the bid opening.
- 16.3 The Bids shall be opened in the following manner:

ETS 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.

Every legal requirement for a transparent and secure 'Public Online Tender Opening Event (TOE)' has been implemented on ETS. As soon as a Bid is decrypted with the corresponding 'Pass-Phrase' as submitted online by the bidder himself (during the TOE itself), salient points of the Bids are simultaneously made available for downloading by all participating bidders. The work of taking notes during a manual 'Tender Opening Event' is therefore replaced with this superior and convenient form of 'Public Online Tender Opening Event (TOE)'. ETS 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. A detailed Technical and/ or Financial Comparison Chart enhance Transparency. Detailed instructions are given on relevant screens.

ETS has a unique facility of a detailed report titled 'Minutes of Online Tender Opening Event (TOE)' covering all important activities of 'Online Tender Opening Event (TOE)'. This is available to all participating bidders for 'Viewing/ Downloading'. There are many more facilities and features on ETS. For a particular tender, the screens viewed by a Supplier will depend upon the options selected by the concerned Buyer.

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17. CLARIFICATION OF BIDS BY BSNL:

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

18. PRELIMINARY EVALUATION:

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

18.2 If there is discrepancy between words and figures, the amount in words shall prevail. If the Tenderer does not accept the correction of the errors, his bid shall be rejected. Prior to the detailed evaluation, BSNL will determine the substantial responsiveness of each bid to the bid document. For purpose of these clauses a substantially responsive bid is one which conforms to all the terms and conditions of the bid documents without deviations. BSNL-CHENNAI TELEPHONES determination of bid's responsiveness is to be based on the contents of the bid itself without recourse to *extrinsic* evidence.

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

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

19. EVALUATION AND COMPARISON OF SUBSTANTIALLY RESPONSIVE BIDS

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

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

19.3 The substantially responsive bidder offering L1 prices for services / goods required as per this tender is ranked 1st and all the other substantially responsive bidders are ranked in the increasing order of the prices offered in their Financial Bids

19.4 In those cases where more than one bidder quoted L1 prices, all the L1 bidders shall be declared 1st, other substantially responsive bidders who have quoted higher than the L1 prices shall be ranked below the L1 bidders in increasing order of the prices offered in their Financial Bids.

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20. CONTACTING BSNL:

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

21. AWARD OF CONTRACT:

- 21.1 BSNL-CHENNAI TELEPHONES shall consider award of contract only to those eligible bidders whose offer have been found technically, commercially and financially compliant.
- 21.2 The works as per the tender is for one year's requirement and terms and conditions of this tender shall be operative for a period of one year from the date of signing of agreement between BSNL and the contractor. Extension of Contract for the first three months at the discretion of BSNL and for further period of nine months on the same approved rates with mutual consent & in writing.
- 21.3 After acceptance of the contract, the BSNL Chennai Telephones reserves the right to terminate the contract giving 15 days of notice, with the forfeiture of Security Deposit besides blacklisting
- i) if any/all the terms and conditions of the contract is/are violated,
- ii) If the execution of works is found to be not satisfactory, the decision of PGM (NW O) (North) BSNL Chennai Telephones will be final and binding in this regard.
- 21.4 BSNL shall not be responsible for any loss or damage incurred to the bidder as a result of the termination of the tender. BSNL shall be free to take due action for the appointment of the new bidder during the period under notice thereafter.

21. A. AWARD OF CONTRACT ON COUNTER OFFER:

21. 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. However, maximum of 5 tenderers/bidders shall be considered for award of contract/work.
21. A.2 All other terms and conditions of the tender shall remain operative even if a counter offer rate is offered to the bidder.

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21. A.3 In case of counter offer BSNL shall be entitled to distribute the of quantum work to the eligible bidders in the following ratio.

No.of bidders	Distribution of work
2	L1: 60% and L2: 40%
3	L1: 50% ; L2: 30% and L3: 20%
4	L1: 40% ; L2: 30% ; L3: 20% and L4: 10%
5	L1: 40% ; Remaining distribution as per inverse ratio of their evaluated quoted prices.

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

21. 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.

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

BSNL, Chennai Telephones, at the time of award of work under the contract, reserves the right to decrease or increase the work by up to 25% of the total quantum of work specified in the schedule of requirements without any change in the rates or other terms and conditions. BSNL also reserves the right for placement of additional work of up to 50% of the additional quantum of work contained in the running tender/ contract within a period 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 wherever applicable and supplies to be obtained within delivery period scheduled afresh.

In exceptional situation where the requirement is of an emergent nature and it is necessary to ensure continued supplies from the existing contractors, the BSNL reserves the right to place repeat order up to 100% of the estimated cost of work contained in the running tender /contract within a period 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. Exceptional situation and emergent nature should be spelt out clearly detailing the justification as well as benefits accrued out of it and loss incurred in case this provision is not invoked and approved by the authority competent to accord administrative and financial approval for the procurement calculated on the basis of total procurement i.e. initial and proposed add-on quantity.

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

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

SIGNATURE OF BIDDER

24. ISSUE OF LETTER OF INTENT:

- 24.1 The issue of letter of intent shall constitute the intention of BSNL to enter in to the contract with the bidder. Letter of intent will be issued as offer to the successful bidders.
- 24.2 The bidders shall within 14 days of issue of letter of intent give his acceptance along with material security & performance security in conformity with Clause 5 (i) & (ii) Section-III, provided with the bid documents.

25. SIGNING OF AGREEMENT:

- 25.1 The signing of agreement shall constitute the award of contract on the bidder. The agreement with the successful bidders shall be signed by BSNL-CHENNAI TELEPHONES within two weeks of submission of material security & performance security as per Section II Clause 24.2 above.
- 25.2 As soon as the tender is approved by the competent authority, the Bid Security deposited by the successful bidder compulsorily be converted in to the performance security deposit and if there is no such bid security deposit, a fresh security deposit(SD) for the full amount has to be made by such successful bidder. This SD will be held by BSNL-CHENNAI TELEPHONES till the completion of warranty period and will not carry any interest.

26. ANNULMENT OF AWARD:

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

27. REJECTION OF BIDS

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

- (a) The bids will be rejected at opening stage if Bid security is not submitted.
- (b) If the eligibility conditions are not met and / or documents prescribed to establish the eligibility are not provided, the bids will be rejected without further evaluation.
- (c) If Prices are not filled in as prescribed in price schedule.

27.2 Before outright rejection of the Bid by Bid-opening team for noncompliance of any of the provisions, the bidder company is given opportunity to explain their position, however if the person representing the bidder 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.

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27.3 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.

27.4 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.

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

28. **BSNL's RIGHT TO DISQUALIFY**

BSNL reserves the right to disqualify the contractor for a suitable period who habitually failed to provide proper services in time.

29. **BSNL's RIGHT TO BAN BUSINESS DEALINGS**

BSNL reserves the right to bar the bidder from participating in future tender of BSNL for a period of two years in case he fails to honour his bid without sufficient grounds.

30. **NEAR-RELATIONSHIP CERTIFICATE**

30.1 The bidder should give a certificate that none of his/her near relative is working in the units as defined below 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. In case of Limited Company, certificate will be given 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.

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

30.3 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). The format of the certificate is given in this tender document

SIGNATURE OF BIDDER

31. VERIFICATION OF DOCUMENTS AND CERTIFICATES

“The bidder will verify the genuineness and correctness of all documents and certificates, including experience/performance certificates, issued either by the bidder or any other firm / associate before submitting them in the bid. The onus of proving genuineness of the submitted documents would rest with the bidder.

As per requirement of the tender’s conditions, if any document / paper / certificate submitted by the participant bidder is found to be false / fabricated / tampered / manipulated, at any stage during bid evaluation or award of contract, then the bid security (EMD/EMBG) of the bidder would be forfeited and the bidder would be disqualified from the tender. Action would also be taken for banning of business dealing with the defaulting firm. In case contract has been already awarded to the bidder, then PBG / security deposit would be forfeited and the contract would be rescinded / annulled and BSNL would be at liberty to procure the services from any other source at the risk and cost of the defaulting bidder. Action would also be taken for banning business dealing with the defaulting bidder.

32. SECURITY CLAUSE

Mandatory licensing requirement with regard to security related concerns issued by the Govt. of India from time to time shall be strictly followed.

SIGNATURE OF BIDDER

SECTION –III GENERAL (COMMERCIAL) CONDITIONS OF THE CONTRACT

1. APPLICATION:

The General conditions shall apply in contracts made by BSNL for Rehabilitation and development works under the jurisdiction of DGM (KAL), BSNL, CHENNAI TELEPHONES.

2. STANDARDS:

The works to be executed under the contract shall conform to the specifications issued by Area DGM/AGM/DE/SDEs.

3. PRICES:

3.1 Prices charged by the Contractor for the works performed under the Contract shall not be higher than the prices quoted by the Contractor in his Bid or price finalized after negotiation if any, with the successful bidder. If lesser rates quoted by the same bidder for the same nature of work with BSNL in other Business areas, the lesser rate quoted by him / her / them shall apply to the present contract also from the date of submission of bid with such other offices / places.

3.2 Price once fixed will remain valid for the entire period of contract. Increase or 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. However, this clause may be waived for PSUs under Department of Telecommunication (DoT) only, provided they fulfil all other conditions as are applicable to other private telecom contractors. No PSU will be given any preferential quota in respect of enlistment or award of such works.

5. SECURITY:

(i) Material Security:

- a. The successful tenderer (including MSEs who are registered with the designated MSME bodies, like National Small Scale Industries Corporation etc.) shall have to deposit material security, subject to a minimum of Rs.2 lakhs (Rs. Two lakhs), in the form of bank guarantee (valid up to and including six months after, the period of the contract) from a Nationalised Bank / Scheduled bank and in the material security bond form provided in the bid document, Section VII. Material Security can also be submitted in the form of Crossed Demand Draft drawn in favour of BSNL-CHENNAI TELEPHONES, issued by a Nationalised Bank / 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 stores have to be issued to the contractor, then the material security will be suitably enhanced. In this regard the decision of the Area GM/DGM shall be final and binding.

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- 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 materials 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 bill of the work under the contract or final settlement of material account whichever is later on production of "No dues certificate" from "Engineer-in-charge".

(ii) SECURITY DEPOSIT (PERFORMANCE SECURITY)

- a. The successful tenderer (including MSEs who are registered with the designated MSME bodies, like National Small Scale Industries Corporation etc.) shall have to pay a Security Deposit equal to 5% of the Annual total contract 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 36 months from the date of contract) from a Nationalised Bank / Scheduled bank as per the specimen in Section IX. 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 Nationalised Bank / Schedule bank and payable at Chennai. NSIC registered bidders also have to pay the above mentioned Performance Bank Guarantee.
- 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 six months from the date of last work executed provided there are no recoveries to be made arising out of poor quality of work, incomplete work and/or violation of any terms and conditions of the contract as stipulated in the bid document and on production of "Completion certificate" from "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 Rehabilitation of Pillars / DPs, Excavation and Reinstatement of pits and trenches for attending U/G cable fault in different types of soils and its associated works. The work order shall be issued so as to include all terms of works of Rehabilitation of Pillars / DPs, Excavation and Reinstatement of pits and trenches for attending U/G cable faults in different types of soils and its associated works on "turn key" basis under the instructions from Area Addl.GMs/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 DPs 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/buidingwise 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 plant maintenance of the Area concerned, after examining the technical and planning details of the works to be executed.

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In the case of rehabilitation of external plant work, the following shall apply:

1. a) The contractor should respond to the calls immediately and commence the work within 24 hours and complete the works as per direction given by the Engineer in-Charge within the scheduled time given. Failure to adhere to the time schedule will attract penalty clause. No tools will be supplied by the BSNL, for excavation of pits and reinstatement. The work involves any time during 24 hours including night works and BSNL will not pay anything extra. For day or night work all the requirements of traffic rules, local laws prescribed by Central / State Govt. /Municipal Corporation / Police / Traffic Policies/High way authorities should be followed by the Contractor and the department will not entertain any claims on this account. The contractor should refill, the pits and trenches taken, properly to the satisfaction of the unit Officer concerned after completion of the cable work.
- 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.
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 all 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.

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

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 GM/Addl.GM/DGM, that the contractor is not executing the work at the required place (or in time).

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.

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 (Section XV- 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 SAG level in- charge of area work) with his detailed report and photocopy of the hindrance register (Section XV Annexure D), in the prescribed Form (Part-B – Section XV Annexure C) 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/her 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 Liquidated Damages (LD) charges shall be issued under the signature of SAG level Telecom Officer competent to grant the extension of time.

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

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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 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:

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 (Section XV 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 and 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 Assistant General Manager/Divisional Engineer 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 to be reproduced in the measurement book for recording the measurements.
- 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:

8.1.4.4 Measurement of other items.

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

- Construction of Plinth for Pillars including mini pillar
- Erection, Painting and Sign Writing of Pillars
- Erection, Termination, Painting and Sign writing of 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

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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. The contractor shall have no right to dispute the same.

8.1.6 The Assistant General Manager/Divisional Engineer before passing the bill for sections covered by each set of measurement may carry out test check by re-opening trench at as many locations as necessary as specified in document “procedures for underground cable construction” and bills will be passed only when he is personally satisfied of the correctness of entries in the “measurement book” and also when he is satisfied of other aspects of the work as per the terms of the contract. The contractor shall provide the necessary assistance of labour for re-opening of trench for test check by the Assistant General Manager/Divisional Engineer. Separate payment shall not be made to the contractor for excavation of such test checks. However such test pits shall not be more than 10% of the work.

8.2 Inspection, and quality control:

8.2.1 The Quality of Works: The importance of quality of external plant upgradation works need not be over-emphasized. The quality of Telecom Service largely depends on the quality of external plant of which U.G. cable component (Primary & Distribution) 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 upgradation work depends upon the quality of individual items of work involved viz. Depth of Cables laid, Protection, Jointing of Cables and Termination at Pillars and DPs. In order to ensure quality in external plant upgradation/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.

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.

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)

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8.3 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 (Section XVI Annexure B). 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.

9. WARRANTY:

- 9.1 The contractor, wherever he supplies the materials, shall warrant that the material supplied for the work shall be new and free from all defects and faults in material, workmanship and manufacture and shall be of the highest grade and consistent with the established and generally accepted standards for materials of the type ordered and shall perform in full conformity with the specifications and drawings. The contractor shall be responsible for any defects that may develop under the conditions provided by the contract and under proper use, arising from faulty materials, design or workmanship such as corrosion of the equipment, inadequate quantity of materials etc. and shall remedy such defects at his own cost when called upon to do so by BSNL who shall state in writing in what respect the stores are faulty. This warranty shall survive inspection or payment for, and acceptance of goods, but shall expire except in respect of complaints notified prior to such date, twelve months after the successful completion of Acceptance Testing (wherever applicable).
- 9.2 If it becomes necessary for the contractor to replace or renew any defective portion/portions of the material under this clause, the provisions of the clause shall apply to the portion/portions material so replaced or renewed or until the end of the above mentioned period of twelve months, whichever may be later. If any defect is not remedied within a reasonable time, as prescribed by BSNL, BSNL may proceed to do the work at the contractor's risk and costs, but without prejudice to any other rights which BSNL may have against the contractor in respect of such defects.
- 9.3 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, within 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 bills of the contractor pending for payment or from security if all bills have been settled.
- 9.4 Replacement under warranty clause shall be made by the contractor free of all charges at site including freight, insurance, cost of works and other incidental charges.

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10. AUDIT AND TECHNICAL EXAMINATION:

- 10.1 BSNL shall have the right to cause an audit, technical examination of the works and the bills of the contractor including all supporting vouchers, abstract etc. to be made after payment of the 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 Assistant General Manager/Divisional Engineer or his subordinate officer on one hand and the contractor on the other under any term of the contract permitting payment for work after assessment by the Area Sr.GM/GM / Area ADDL.GM/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 appropriated 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 shall prepare the bills in triplicate with correct schedule of rates, quantum of work, GST as applicable along with the GST number and submit the bills to SDE In-charge of work.
 - (b) 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 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. Payment will be made after due verification on the services performed on monthly basis against the bills submitted. Income Tax will be deducted against the bills submitted. The printed invoice shall indicate the GST Registration number.
 - (c) The SDE in-charge of work shall scrutinize the bill against the works entrusted and accord necessary certificates stating that work has been executed satisfactorily in accordance with specifications and terms and conditions of the contract. The SDE shall verify the quantities of items of work with reference to measurements recorded in the measurement book. The SDE in-charge of work shall submit the bills, along with other documents mentioned below, with the documents as mentioned hereunder to the Assistant General Manager/Divisional Engineer, in-charge of work.
- ☐ Measurement book, in original, clearly indicating date of commencement of work, date of completion, location of fault, Pillar Number, trench size in cubic metre duly countersigned by JTO / SDE / DE – in – Charge
 - ☐ The bill for all the quantities as per Measurements at the approved rates. Details of faults indicating

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Date of fault occurrence and date of restoration /Pillar Number/Sample Telephone Numbers affected with address

- ☐ Copy of attendance Register/Wage Register with acquaintance. Amount of EPF contribution of both employer and employee for the duration of engagement, paid to EPF authorities. Copies of authenticated documents of such payments and a declaration from the contractor regarding compliance of the conditions of EPF Act 1952. Copy of ESI payment challan to be enclosed.
- ☐ 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 (Not for payment)
- ☐ Compliance certificate with respect to Clauses at Section-I should also be submitted along with other documents 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) In case of submission of bills beyond the stipulated time of one month by the Contractor, and if the reason(s) for delay in submission of the bills, is/are found to be satisfactory, Pr.GM/GM(NWO-N) CFA reserves the right to allow additional period of another two months. However, a penalty of 2% per week or part thereof, for the total amount of bill shall be levied subject to a maximum of 10% and shall be deducted on settlement.

(b) Bills submitted after three months after work completion, is liable for rejection and the claim will be forfeited.

11.3 All the payments will be made through National Electronic Fund Transfer (NEFT). The Service provider has to submit duly filled up Vendor Master Form along with a cancelled cheque leaf.

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/PGM for processing of bills and release of payment.

11.5 The Works-section of IFA / DGM /PGM shall process the bills in the file with a copy of the sanctioned estimate of the concerned work in SAP 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

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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 into 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 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 through some other agency at the risk and cost of the Successful 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 given in the 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 as per 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 Rs. One thousand per week) of the incomplete work for first week of delay in completion of work, 2nd week 2%, third week 3% and so on subject to a maximum of 10% (Ten 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.

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- 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 Sr.GM/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 Sr.GM/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 24 hours after issue of the work order for Rehabilitation of Pillars / DPs, Excavation and Reinstatement of pits and trenches for attending U/G cable fault in different types of soils and its associated works.
- 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 by the 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. The contractor is liable for legal/accident cases arising out of the trench being kept open.
- 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 GM / ADDL.GM/DGM shall be final and binding.

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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 running 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 etc)	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 while execution of the work:

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.

In case of damage to PIJF cables, while trenching, the cost of number of pairs damaged (including transportation/storage charges) adding 10% as penalty shall be recovered from the contractor's bills/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:

- If the contractor commits breach of any item of terms and conditions of the contract.
- 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.
- 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.

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- 13.2 Upon rescission of the contract, the security deposit of the contractor shall be liable to be forfeited and shall be absolutely at the disposal of BSNL as under:

13.2.1 Measurement of works executed since the date of last measurement and up to the date of rescission of contract shall be taken in the presence of the contractor or his authorized representative who shall sign the same in the 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 along with cost of such materials/stores lost/damaged from the contractor as per conditions in tender documents.

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 GM / ADDL.GM/DGM 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 or

shall be deducted from any amount due to him by BSNL under the contract or any other account whatsoever anywhere in BSNL or from a security deposit.

The certificate of the Assistant General Manager/Divisional Engineer in-charge of work as to the value of work done shall be final and conclusive against the contractor, provided always that action shall only be taken after giving notice in writing to the contractor.

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 to default of the Contractor)

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- 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 forthwith 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 cancel 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 as and when required, giving details of lapses, violation of terms and conditions of the contract, wrongful delays or suspension of work or slow progress to the contractor directing the contractor to take corrective action. A definite time schedule for corrective action shall be mentioned in the show cause notice. If the contractor fails to take corrective action within the stipulated time frame, the Assistant General Manager/Divisional Engineer in-charge shall issue a final notice to the contractor 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.

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. 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 Assistant General Manager/Divisional Engineer in-charge of work to be removed with proper records. No new construction beneficial to the contractor shall be allowed. 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 protest 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,

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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 protest or demur all cost, charges and expenses and losses and damages otherwise incurred by it in consequences of any claim, damages and actions which may be brought against 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 proceedings 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:

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. 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 contractor may with the concurrence of BSNL elect to retain.

16. ARBITRATION:

- 16.1 In the event of any question, dispute or difference arising under this agreement or in connection therewith except as to matter the decision of which is specifically provided under this agreement, the same shall be referred to sole arbitration of the Chief General Manager, BSNL-CHENNAI TELEPHONES or in case his designation is changed or his office is abolished then in such case to the sole arbitration of the officer for the time being entrusted whether in addition to the functions of the Chief General Manager, BSNL-CHENNAI TELEPHONES or by whatever designation such officers may be called (hereinafter referred to as the said officer) and if the Chief General Manager, BSNL-CHENNAI TELEPHONES or the said officer is unable or unwilling to act as such to the sole arbitration or some other person appointed by the Chief General Manager, or the said officer. The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act, 1996. There will be no objection to any such appointment that the arbitrator is from BSNL or that he has to deal with the matter to which the agreement relates or that in the course of his duties as BSNL employee he has expressed views on all or any of the matter under dispute. The award of the arbitrator shall be final and binding on the parties. In the event of such arbitrator to whom the matter is originally referred, being transferred or vacating

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his office or being unable to act for any reasons whatsoever such Chief General Manager or the said officer shall appoint another person to act as arbitrator in accordance with terms of the agreement and the person so appointed shall be entitled to proceed from the stage at which it was left out by his predecessors.

16.2 The arbitrator may from time to time with consent of parties enlarge the time for making and publishing the award, subject to aforesaid Indian Arbitration and Conciliation Act, 1996 and the Rules made there under, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause.

16.3 The venue of the arbitration proceeding shall be the Office of the Chief General Manager, BSNL-CHENNAI TELEPHONES or such other Places as the arbitrator may decide. The following procedure shall be followed:

16.3.1. In case parties are unable to reach a settlement by themselves, the dispute should be submitted for or arbitration in accordance with contract agreement.

16.3.2 There should not be a joint submission with the contractor to the sole Arbitrator

16.3.3 Each party should submit its own claim severally and may oppose the claim put forward by the other party

16.3.4 The onus of establishing his claims will be left to the contractor.

16.3.5 Once a claim has been included in the submission by the contractor, a reiteration or modification thereof will be opposed.

16.3.6 The "Points of defense" will be based on actual conditions of the contract.

16.3.7 Claims in the nature of ex-gratia payments shall not be entertained by the Arbitrator as these are not contractual.

16.3.8 The question whether these conditions are equitable shall not receive any consideration in the preparation of "points of defense"

16.3.9 If the contractor includes such claims in his submission, the fact that they are not contractual will be prominently placed before the Arbitrator.

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

16.4 This Contract/Purchase Order is subject to Jurisdiction of Court at Chennai only.

17. SET OFF:

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

18. CHANGES IN WORK ORDER.

18.1 BSNL may at any time by written order make changes within the general scope of the contract.

18.2 If any such change causes an increase or decrease in the cost, any equitable adjustment will be made in the contract price and contract shall accordingly be amended.

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19. AGREEMENT:

The successful bidder will sign an agreement as mentioned in clause 24.1 of 'Instructions to Bidders'. Specimen agreement form is enclosed in section VIII, A

20. COURT JURISDICTION

20.1 Any dispute arising out of the tender/bid document/ evaluation of bids/issue of Advance Work Order shall be subject to the jurisdiction of the Competent Court at Chennai, the place from where the NIT/tender has been issued.

20.2 Where a contractor has not agreed to arbitration, the dispute/claims arising out of the Contract/Purchase Order entered with him shall be subject to the jurisdiction of the Competent 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”.

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SECTION – IV

1. SPECIAL CONDITIONS OF CONTRACT

1 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 the 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 as a single package of all the items given in the price schedule.
- 1.7. All works to be executed under the contract shall be executed under the direction and subject to the approval in all respects of by the Assistant General Manager/Divisional Engineer or Site Engineer in-charge of work site who shall be entitled to direct at what point or points and what manner they are to be commenced, and from the time to time carried on.
- 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/ADDL.GM/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 Assistant General Manager/Divisional Engineer 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/ADDL.GM/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.

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- 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 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 employees is found at any time to be such a person who hadn't obtained the permission of Government of India as aforesaid before submission of the engagement in the contractor's service as the case may be.
- 1.13 In the event of the contractor being, adjudged 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 / ADDL.GM/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, Area GM /DGM / AGM/DE in-charge of external network on behalf of BSNL-CHENNAI TELEPHONES can terminate the contract without compensation to the contractor. However Area PGM / ADDL.GM/DGM / AGM/DE in-charge of external network, at his discretion may permit contractor's heirs to perform the duties or engagements of the contractor under the contract, in case of his death. In this regard the decision of Area PGM / 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 / ADDL.GM/DGM whose decision shall be final. Any change in the contract documents shall be set forth in writing by the representative of the parties hereto. It shall be the contractor's responsibility to thoroughly familiarize all of his supervisory personnel with the contents of all the contract documents.

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1.17. NOTIFICATION:

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

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 number 5(i) of Section III, If at all the work requires more amount of materials to be issued to the contractor, then the security shall suitably be revised before the issue of the stores and the contractor shall not have any objection to it.

2.2 The contractor shall transport (including loading and unloading) all stores issued to him from District Telecom Store or Divisional Store dumps or Sub-divisional Store dumps, to the site of work at his own cost. BSNL shall not pay any transportation charges to the contractor.

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 termination of the contract shall be returned to BSNL at a place informed to him by Area PGM / ADDL.GM/DGM / AGM/DE / SDE, 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, failing which the cost of the materials shall be deducted from the contractor's material security or any of his pending bills or from any other security.

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- 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). The balance material has to be returned to BSNL. In case the contractor has not returned the balance materials, the same will be charged to the contractor or deducted from his bills at 1.5 times of prevailing standard price including freight, handling charges, storage charges etc. The details of procedure of issue/return of materials to the Contractors are detailed at Section XVI 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 licence necessary to its work except for the following, which shall be provided by the Representative of the BSNL-CHENNAI TELEPHONES; -
- (A) “Right of User” easements and permits.
 - (B) Railway and Highway crossing permits including bridge
 - (C) Canal/Stream crossing permits.
- 3.2 The contractor shall be fully responsible for angling and obtaining all necessary easements, permits and licences, for moving all construction equipment, tools, supplied materials and men across Railways and Highways, across public or private road as well as premises of any public utility within the right of user and for bearing all costs that may be incurred in respect of the same.
- 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 Assistant General Manager/Divisional Engineer.
- 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 provided 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.

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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 to meet the requirement of the contract documents.

5 TAXES AND DUTIES:

- 5.1 Contractor shall pay all GST, 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 contract 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.

6 PROTECTION OF LIFE AND PROPERTY AND EXISTING FACILITIES:

- 6.1 The contractor is fully responsible for taking all possible safety precautions during preparation for and actual performance of the works and for keeping the construction site in a reasonable safe condition. The contractor shall protect all life and property from damage or losses resulting from his construction operations and shall minimize the disturbance and inconvenience to the public.
- 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 regulations of State Police Authorities/Highways authorities/Corporation authorities or any other authority maintaining the roads as to placing of warning boards (minimum size 3 ft x 2 ft), traffic signals, barricades, flags etc, at such locations. If the contractor does not put the warning signal as per above directions, then a penalty of Rs.500/- per day shall be levied on the contractor, till the directions, are complied by the contractor. The contractor shall take due precautions to avoid damages to other pipe lines, water mains, sewers, telephones, telegraphs and power conduits, laid wires poles and guy wires, railways, highways, bridges or other underground or above ground structure and/or property crossing or adjacent to the cable trench being excavated.
- 6.3 Attention of the contractor is drawn to the rules regarding execution of work 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 Assistant General Manager/Divisional Engineer / SDE in-charge of the network.

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- 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 expenses for and in respect of repairs and / or damage occasioned by injury of or damage to such underground and above structures or other properties and undertake to indemnify BSNL from and against all actions, cause of actions, damages claims and demands whatsoever, either in law or in equity and all losses and damages and costs (inclusive between attorney and client), charges and expenses in connection therewith and / or incidental thereto. The contractor shall take all responsibilities and risk in crossing other pipelines and cables and shall be responsible for protecting all such existing pipelines, poles, electric lines, sewers, cables or other facilities from damage by the contractor's operation in connection with the work. The contractor without cost of BSNL shall promptly repair any damage incurred.
- 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 Licence before commencement of work:

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

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.
- 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.

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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 Wages due to every worker shall be paid to him by deposit in the contract labourer's Bank account and details of bank credit must be furnished along with the claim bill submitted by the contractor.

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 place and time of disbursement of wages shall be displayed at the place of work and a copy sent by the contractor to the Engineer-in-charge under acknowledgement.

7.2.3.8 It shall be the duty of the contractor to ensure the disbursement of wages in presence of the site Engineer or any other authorized representative of the Engineer-in-charge who will be required to be present at the place and time of the disbursement of wages 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 in my presence on at"

7.2.3.10. The contractor hereby undertakes to indemnify BSNL against all actions, suits, proceedings, claims, losses, damages etc., which may arise under Minimum Wages Act, Fatal Accident Act, Workmen Compensation Act, Shops & Establishment Act, Family Pension & Deposit Linked

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Insurance Scheme Contract Labour (Regulation and Abolition) Act 1970 and Bonus Act or any other Act or statutes not herein specifically mentioned but having any direct or indirect application for the person(s) engaged under this contract by him.

- 7.2.3.11. The contractor shall defend, indemnify and hold BSNL harmless from any liability, which may be imposed by the Central, State or local authorities and also from all claims, suits arising out of or by reason of the work provided by this contract including any liability that may arise out of accident, whether brought by the employees of the contractor or by the third parties or by the Central or State Government authority or any sub-division thereof.
- 7.2.3.12. BSNL shall not be responsible for any claim/compensation that may arise due to damages/injuries to the contractor's employee(s) under any circumstances while an employee(s) of the contractor is engaged in duty under the Contract.
- 7.2.3.13. (a) The contractor shall also be bound to discharge obligations as provided under various statutory enactment including the Employees Provident Fund & Miscellaneous Act, 1952, Employees Pension Scheme, 1995, ESI Act 1948, Contract Labour (Regulation and abolition) Act, 1970, Minimum Wages Act 1948, Payment of Wages Act 1936, Payment of Bonus Act, 1965, Payment of Gratuity Act, 1972, Workmen's compensation Act 1923, Works Contract Act, 1999 and other relevant Acts, Rules and Regulations in force and as amended from time to time and are in force in the State where the subject work under this Contract are executed.
 (b) The engagement and employment of labourers and payment of wages to them as per existing provisions of various labour laws and regulations is the sole responsibility of the contractor and any breach of such laws or regulations shall be deemed to be breach of this contract. BSNL may ask the contractor to produce documents to verify that these provisions/laws are complied with by the contractor.
 (c) All wages allied benefits such as leave, ESI, PF, Gratuity , Bonus etc, shall be paid by the contractor and BSNL shall not incur any liability or additional expenditure whatsoever for personnel deployed.
- 7.2.3.14. The contractor shall at his own cost and initiative take out and maintain at all times until the completion of the contract/lease period, insurance policies in respect of workmen engaged by him for providing services under this contract, in order to keep himself as well as BSNL/Lessee fully indemnified from and against all claims whatsoever including but not limited to those arising out of the provisions contained in Workmen's Compensation Act, 1923. Should the Contractor fail to take out and/or keep afoot insurance as provided for in the foregoing paragraph, BSNL/Lessee shall be entitled (but without any obligation to do so) to take out and/or keep afoot such insurance at the cost and expense of the Contractor and without prejudice to any other rights or remedies of BSNL/Lessee in this behalf, to deduct the sum(s) incurred thereof from any amounts due to the Contractor.
- 7.2.3.15. 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. Compensation shall be the responsibility of the contractor. The contractor should register with EPF / ESI authorities and a certificate to that effect that provisions of the ACT has been complied with should be attached each bill. Monthly PF / ESI paid to the authorities in r/o employees should also accompany with each bill (Copy of the EPF / ESI paid statement should be signed by the contractor).

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- 7.2.3.16 The contractor shall be required to pay minimum wages as prescribed under the Minimum Wages Act. The contractor will maintain proper record as required under the Law/Acts. 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.
- 7.2.3.17 Monthly payment should be made by the contractors to the labourers on the 7th of every month, by depositing the wages in the Bank Account of the labourers. In all such cases the deposit slip for the bank credit should be enclosed with the bill. The monthly wage sheet consisting of the following columns shall be presented while making payment to the labourers :
Name of the Labourer/ Wages per day/ No of days duty/ No.of Weekly off days/Total days paid / Total amount paid. Also, the monthly bills of contractors shall be accompanied with the paid challans of EPF & ESI in favour of the labourers. These challans should be exclusively for the labourers of this contract only. The list of labourers showing the names / amount paid for EPF / ESI must be enclosed with the paid challans, duly attested by EPF / ESI authorities.
- 7.2.3.18 In case any loss/damage incurred to the BSNL property or to any other private/public sector/State/Central Government property due to the negligence of the workmen supplied by the bidder while executing the work, the tenderer is fully responsible to reimburse the loss/damage so incurred. BSNL Chennai Telephones shall have no liability whatsoever
- 7.2.3.19 All compensation or other sums of money payable by the contractor to the BSNL or to the Private/public Sector/State/Central Government authorities under the terms of the contract shall be realized from claim bills and / or his Security Deposit and in the event of this Security Deposit being reduced by reasons of any such deduction, he shall within 15 days thereafter make good in cash any sum or sums which may have been deducted from his Security Deposits, provided always that nothing contained in these conditions shall preclude the BSNL Chennai Telephones from taking such steps as maybe deemed fit for receiving from him any sum or sums of money for any damage which he may be liable under the Terms and conditions of this contract over and above the amount of his Security Deposit. The contractor shall pay for any compensation under the Workman's Compensation Act or otherwise arising out of any injury or death caused to any workmen employed by them or to any BSNL staff.
- 7.2.3.20 The BSNL Chennai Telephones will not be responsible for payment of Compensation or medical expenses that may be arising out of injuries suffered, or permanent disability or death to the personnel of the successful bidder, while executing the work.
- 7.2.3.21 The bidder is liable for any legal dispute/case/claims that have arisen or may arise during the currency of the tender in respect of the tender work. BSNL will not be liable for any loss, damages, etc suffered/to be suffered by the bidder or third party as the case may be.
- 7.2.4 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.

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(d) Deduction for recovery of advances or for adjustment of over payment of wages advances granted shall be entered in a register.

(e) Any other deduction, which the Central Government may from time to time, allows.

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 to include the following particulars:

- a) Full particulars of the laborers who met with Accident
- b) Rate of Wages c) Sex d) Age
- e) Nature of accident and cause of accident
- f) Time and date of accident
- g) Date and time when admitted in hospital
- h) Date of discharge from the hospital
- i) Period of treatment and result of treatment
- j) Percentage of loss of earning capacity and disability as assessed by Medical Officer
- k) Claim required to be paid under Workmen's Compensation Act.
- l) 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.

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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 or 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.

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7.4 Report of Investigating Officer and action thereon

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

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 works 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 work, the contractor shall at his own cost and initiative, fully comply with all applicable laws of the land and with any and all applicable by-laws rules, regulations and orders and any other provisions having the force of law made or promulgated or deemed to be made or promulgated by the Government, Governmental agency or department, municipal board, Government of other regulatory or Authorized body or persons and shall provide all certificates of compliance therewith as may be required by such applicable law,

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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 and if the same is permitted within the clauses of the tender 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 bidder should deploy the manpower with all tools like crow-bar, powrah etc. to the work spot. 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 dewatering 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.

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SECTION - V

SCOPE OF WORK AND JURISDICTION OF CONTRACT

1. SCOPE OF WORK

1.1 DETAILS OF VARIOUS ITEMS OF WORKS TO BE CARRIED OUT UNDER REHABILITATION OF PILLARS / DPS, EXCAVATION AND REINSTATEMENT OF PITS AND TRENCHES FOR ATTENDING U/G CABLE FAULT IN DIFFERENT TYPES OF SOILS AND ITS ASSOCIATED WORKS IN DGM KAL. BSNL reserves the right to offer either all the works or only a few items depending upon the field requirements.

- Recovery of Old Directly buried Cables/ Pipes / Jumper wire / Modules
- Construction of Plinth for Pillars including mini pillar
- Erection, Painting and Sign Writing of Pillars
- Erection, Termination, Painting and Sign writing of 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
- The jointing of damaged cables/cables with faulty joints (straight and branch joints) of 50 pairs and more than 50 pairs size identify the faulty pairs and the restoration of line including making of pit and refilling it. The charges will be restricted to actual number of pairs repaired and jointed

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 Bricks, GI Plates, Copper Wire, Enamel paint, RCC Materials, Water for curing, Tools and Equipments, PVC Sleeves, Clamps, Sealing Cement and other accessories required for ceiling and coupling of Pipes, PP Rope and 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.

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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) KAL Zone of Chennai Telephones, comprising areas of Kalmandapam, Ennore(Urban) and Ponneri, Gummudipoondi(Rural) External Divisions. 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. Detailed guidelines for various methods of internal sub-office fitting have been furnished at Section XVI Annexure E.

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DETAILS OF AREAS DIVISIONWISE

- I. Kalmandapam Division (Urban)
- II. Ennore Division (Urban)
- III. Ponneri Division (Rural)
- IV. Gummidipoondi Division (Rural)

I. Exchanges Covered under DE, Kalmandapam Division :-

- a. Kalmandapam Exchange
- b. Kaladipet RSU
- c. Newwashermenpet RSU
- d. Nethaji Nagar RSU

II. Exchanges Covered under DE, Ennore Division :-

- 1. Ennore MSU Exchange
- 2. Kathiwakkam RSU Exchange
- 3. Jothi Nagar RSU Exchange
- 4. Manali RSU
- 5. Manali New Town RSU

III. Exchanges Covered under DE, Ponneri Division :-

- 1. Athipattu
- 2. Athipedu
- 3. Elavambedu
- 4. Ennore port
- 5. Minjur
- 6. Ponneri
- 7. Pulicut
- 8. Tirupalaivanam
- 9. Vellivayalchavadi
- 10. Velur

IV. Exchanges Covered under DE, Gummidipoondi Division :-

- 1. Arambakkam
- 2. Arani
- 3. Gummidipoondi
- 4. Gummidipoondi Old Town
- 5. Kavaraipettai
- 6. Madharpakkam
- 7. Sunnambukulam

SIGNATURE OF BIDDER

SECTION – VI-A
BID FORM

E-TENDER NO. DGM(NWO)NE/CL, RH & CF/KAL(O&M)AREAS/19-20 DATED 02.01.2020

To
DY.GENERAL.MANAGER (NWO-NE),
BSNL-CHENNAI TELEPHONES
No 1 ,NSC Bose Road, Flower Bazaar Telephone Exchange Complex
Chennai- 600 001

Dear Sir / Madam,

Having examined the conditions of contract and specifications including addenda No. the receipt of which is hereby duly acknowledged, we, undersigned, offer to execute the work of Rehabilitation, of External Plant of entire North West area under General Manager (North) area, Chennai Telephones in conformity with instructions issued by BSNL-CHENNAI TELEPHONES North Area, on award of contract and specifications of Area ADDL.GM/DGMs/AGM/DEs/SDEs given, conditions of contract and specifications as may be ascertained in accordance with the schedule of prices attached herewith and made part of this Bid.

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 180 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 of2020

Signature of Authorized Signatory.....

In capacity of Duly authorized to sign the bid for
and on behalf of

Witness Address Signature

SIGNATURE OF BIDDER

SECTION – VI B
 BID SECURITY FORM
 (To be obtained from Nationalized bank)

E-TENDER NO. DGM(NWO)NE/CL, RH & CF/KAL(O&M)AREAS/19-20 DATED 02.01.2020

Whereas (hereinafter called "the Bidder") has submitted its bid dated..... to execute the work of, Rehabilitation, of External Plant of entire North West Area under General Manager (North), Chennai Telephones vide E-TENDER NO. DGM(NWO)NE/CL, RH & CF/KAL(O&M)AREAS/19-20 DATED 02.01.2020

KNOW ALL MEN by these presents that WE OF having our registered office at(hereinafter called "the Bank") are bound unto Bharat Sanchar Nigam Limited (hereinafter called "the Purchaser") in the sum of Rs..... for which payment will and truly to be made of the said Purchaser, the Bank binds itself, its successors and assigns by these present.

THE CONDITIONS of the obligation are:

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

We undertake to pay to the Purchaser up to the above amount upon receipt of its first written demand, without the purchaser having to substantiate its demand, provided that in its demand, the purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions. This guarantee will remain in force as specified in Clauses 7, 8, 10 and 24.2 of Section II of the Bid Document upto and including SIXTY (60) days after the Period of bid validity (180 days) 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

SIGNATURE OF BIDDER

SECTION VII

MATERIAL SECURITY BOND FORM
(To be obtained from Nationalized bank)

E-TENDER NO. DGM(NWO)NE/CL, RH & CF/KAL(O&M)AREAS/19-20 DATED 02.01.2020

Whereas (hereinafter called “ the Contractor”) has been awarded the contract of Rehabilitation of External Plant Network of entire North West Area of Chennai Telephones as per . E-TENDER NO. DGM(NWO)NE/CL, RH & CF/KAL(O&M)AREAS/19-20 DATED 02.01.2020

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 36 months from 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

SIGNATURE OF BIDDER

SECTION – VIII, A AGREEMENT

E-TENDER NO. DGM(NWO)NE/CL, RH & CF/KAL(O&M)AREAS/19-20 DATED 02.01.2020

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.

Where as the contractor has offered to enter into contract with the said BSNL for the work of Rehabilitation of External Plant of entire North West Area comprising of DGM (NWO – Kalmandapam) under P.Genl.Manager (North) of 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 whereas the necessary security deposits have been furnished in accordance with the provisions of the tender document and whereas no interest will be claimed on the security deposit.

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

- 1) The Contractor shall, during the period of this contract that is to say from to Or completion of work for Rs... (In words)..... Whichever is earlier or until this contract shall be determined by such notice as is hereinafter mentioned, safely 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.

SIGNATURE OF BIDDER

- 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.

E-TENDER NO. DGM(NWO)NE/CL, RH & CF/KAL(O&M)AREAS/19-20 DATED 02.01.2020

- 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
Pr.GM/GM (N) BSNL Chennai
Telephones

Witness:

1.

2.

SIGNATURE OF BIDDER

SECTION – VIII B

E-TENDER NO. DGM(NWO)NE/CL, RH & CF/KAL(O&M)AREAS/19-20 DATED 02.01.2020

NO NEAR RELATIONSHIP CERTIFICATE

To

DY.GENERAL.MANAGER (NWO-NE),
 BSNL-CHENNAI TELEPHONES
 No 1 ,NSC Bose Road, Flower Bazaar Telephone Exchange Complex
 Chennai- 600 001

IS/o

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

- * Father, Mother, Son, Daughter-in-law, Daughter, Son-in-law, Brothers, Brother's wife, Wife, Sisters, Sister's husbands.

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

Signed

For and on behalf of the contractor

Name (Capitals) Position

Date

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"

SIGNATURE OF BIDDER

SECTION – VIII C

E-TENDER NO. DGM(NWO)NE/CL, RH & CF/KAL(O&M)AREAS/19-20 DATED 02.01.2020

DECLARATION REGARDING NEVER DEBARRED/BLACKLISTED

To

DY.GENERAL.MANAGER (NWO-NE),
BSNL-CHENNAI TELEPHONESNo 1 ,NSC Bose Road, Flower Bazaar Telephone Exchange Complex
Chennai- 600 001

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.

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

Signed _____

For and on behalf of the Bidder

Name (caps) _____

Position _____

Date _____

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. 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"

SIGNATURE OF BIDDER

SECTION – IX
PERFORMANCE SECURITY GUARANTEE BOND
(To be obtained from Nationalized bank)

E-TENDER NO. DGM(NWO)NE/CL, RH & CF/KAL(O&M)AREAS/19-20 DATED 02.01.2020

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 Rehabilitation of External plant of Entire North West Area under General manager (North) of Chennai telephones vide E-TENDER NO. DGM(NWO)NE/CL, RH & CF/KAL(O&M)AREAS/19-20 DATED 02.01.2020 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.

SIGNATURE OF BIDDER

4. We (name of the bank) _____ further agree that the guarantee herein contained shall remain in full force for a period of 36 months from _____ to _____ 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 THREE YEARS 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)

SIGNATURE OF BIDDER

SECTION X TENDERER PROFILE

1. Name of the tenderer/firm -----

2. Name of the person submitting the tender whose photograph is affixed Passport size
Shri / Smt. ----- Photograph of
(In case of Proprietary/Partnership firms, the tender has Tenderer /
to be signed by Proprietor/Partner only, as the case may be, authorized
otherwise the tender / bid shall be treated as invalid and Signatory
rejected by the Tender opening committee) holding power
of Attorney

3. Address of the firm
.....
.....
.....
4. Communication Address

5. Tele no. (With STD code) (O) (Fax) (R)

6. Registration & incorporation particulars of the firm:
 - i) Proprietorship

 - ii) Partnership

 - iii) Private Limited

 - iv) Public Limited

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

7. Name of Proprietor/ Partners/ Directors
.....

8. Certified that we have not been “black listed “from participating in BSNL Tender.

SIGNATURE OF BIDDER

9. Tenderer's bank, its address and his current account number

.....

.....

10. Permanent Income Tax number, Income Tax circle

.....

11. Infrastructural capabilities:

- a. Capacity of erecting 5 /10/20 Pair DPs per day
 - b. Capacity of Trenching per day
 - c. Particulars of vehicles available with the tenderer.
- | | |
|---------------------|---------------------|
| Type of Vehicle (s) | Registration number |
|---------------------|---------------------|

- d. Particulars of other machines possessed by the contractor which can help in trenching:

.....

.....

12. Details of Technical and supervisory staff:

(In addition, an attested copy of the Experience Certificate issued by a responsible officer 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.)

Address: Telephone Number:

13. Additional Information:

Have you obtained Labour License

- (i) If yes, give Licence No. & enclose self-attested copy
- (ii) If no, do you agree to get the Licence as soon as the contract is awarded?
- (iii) Are you employing Child Labour? (iv) Are you contributing EPF regularly to your employees?
- (a) If yes, Registration particulars may be furnished

SIGNATURE OF BIDDER

(b) If not, are you exempted from EPF Act? Otherwise do you agree to pay EPF contribution regularly, in case Tender is awarded?

(v) Are you contributing ESI regularly to your employees?

(a) If yes, Registration particulars may be furnished

(b) If not, are you exempted from ESI Act? Otherwise do you agree to pay ESI contribution regularly, in case Tender is awarded?

I/We declare that the above information are correct and undertake to abide by all the Labour laws in force.

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

Place :

Date :

Signature of tenderer/Authorised signatory

Name of the tenderer

Seal of the Tenderer

SIGNATURE OF BIDDER

SECTION XI

LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

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

E-TENDER NO. DGM(NWO)NE/CL, RH & CF/KAL(O&M)AREAS/19-20 DATED 02.01.2020

To

Subject: Authorisation for attending bid opening on -----of the tender of
 No: DGM(NWO)NE/CL, RH & CF/KAL(O&M)AREAS/19-20 DATED 02.01.2020

Following person is hereby authorized to attend the bid opening for the tender mentioned above on behalf of _____
 (Bidder) in order of preference again below.

Name

Specimen Signatures

Alternate Representative

Name of the Contractor:
 Enlistment Details:
 Complete Postal Address
 Phone No./Fax No.

Signatures of bidder
 Or
 Authorized person to sign the bid
 Documents on behalf of the bidder

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

SIGNATURE OF BIDDER

SECTION: XII

LIST OF THE DOCUMENTS TO BE SUBMITTED ALONG WITH TECHNICAL BID

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

DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS

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

- (1) Bid Security (EMD) in accordance to Section II Clause no.8
- (2) Tender document(s), in original, duly filled in and signed (ink other than black) in all pages by tenderer or his authorized representative along with seal on each page. All corrections and overwriting must be initialed with date by the tenderer or his authorized representative.
- (3) The bidder must have experience as per the requirements stated in NIT.
- (4) The registration of the firm, Authenticated copy of partnership deed in cases of partnership firm. Articles or Memorandum of Association in case of Company, or Proprietorship Deed in case of Proprietor.
- (5) Banker's certificate/Solvency certificate from the banker of the tenderer. The Banker's certificate/solvency certificate shall not be older than the date of issue of NIT.
- (6) Bid form, duly filled in, as per Section VI - A & Financial bid as per Section XV
- (7) Tenderer's profile, duly filled in, as per Section X of the tender document.
- (8) Original "Power of Attorney" in case person other than the tenderer has signed the tender document.
21. (9) Income-tax Return for FY 2018-19, 2017-18 & 2016-17 & No near relationship certificate
- (10) The contractor shall not assign, sub-contract or subject the whole or any part of the works covered by the contract under any circumstances. However, this clause may be waived for PSUs under DOT only and they shall be allowed participation provided they fulfill all other terms and conditions as applicable to other private telecom contractors. No PSU will be given any preferential quota in respect of enlistment or award of such works.
- (11) In case of sub-contract by the eligible PSUs, being employer for the sub-contractors, the tenderer/bidder is solely responsible, for the welfare measures such as EPF & ESI for contract labourers/workers. The tenderer/bidder is required to furnish the details of number of contract labourers/workers under each sub-contractor. The mechanism adopted by the tenderer/bidder for remittance of the EPF and ESI for the contract labourers/workers by the sub-contractors under the sub-contract of the tenderer/bidder are to be furnished.
- (12) Attested C o p y of Labour License, GST registration, ESI & EPF registration certificates & PAN
- (13) NSIC certificate in case of SSI units.

SIGNATURE OF BIDDER

BHARAT SANCHAR NIGAM LIMITED CHENNAI TELEPHONES

SECTION XIII

(FINANCIAL)

Bid Document

**E-Tender for Rehabilitation of Pillars / DPs,
Excavation and Reinstatement of pits and trenches for attending
U/G cable faults in different types of soils and its associated works
in DGM (O&M) KALMANDAPAM COMPRISING OF
KALMANDAPAM & ENNORE (URBAN AREA) AND PONNERI &
GUMMIDIPOONDI(RURAL AREA) Divisions**

E-TENDER NO. DGM(NWO)NE/CL, RH & CF/KAL(O&M)AREAS/19-20 DATED 02.01.2020

DY.GENERAL MANAGER (NWO-KALMANDAPAM)
BSNL CHENNAI TELEPHONES

SIGNATURE OF BIDDER

SECTION XIII

Schedule of rates for Excavation and Reinstatement of pits and Trenches for attending U/G Cable faults, Cable jointing, Rehabilitation of Pillars/DPs and other associated works in DGM NWO (Kalmandapam) Area of Chennai telephones vide				
E-TENDER NO. DGM(NWO)NE/CL, RH & CF/KAL(O&M)AREAS/19-20 DATED 02.01.2020				
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		URBAN	RURAL
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	104.85
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	157.28
	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	279.60
1A2.2	Trenching pits for exposing the existing /faulty cable (For Hard/semihard/clay soil)	cubic meter	466.00	419.40
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	529.50
1.A.4	Removal of Excess Earth from the site including Transportation (Rates are Included in Trenching)		Nil	Nil
2	Hamilton Standards			
2.1	Recovery of Assembled AB/A4BC Post and Transporting to specified sites	Each	282.99	265.87

SIGNATURE OF BIDDER

Schedule of rates for Excavation and Reinstatement of pits and Trenches for attending U/G Cable faults, Cable jointing, Rehabilitation of Pillars/DPs and other associated works in DGM NW O (Kalmandapam) Area of Chennai telephones vide				
E-TENDER NO. DGM(NWO)NE/CL, RH & CF/KAL(O&M)AREAS/19-20 DATED 02.01.2020				
3	DPs: Opening of Internal 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			
			URBAN	RURAL
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	82.44
3.2	DP Sign Writing Internal/Wall DP	Each	54.96	49.46
3.3	Preparation and supply of DP Card for Wall/Internal DPs existing and new including preparation of Pillar No./MF No./Pillar In & Out, DP Tag, No.Telephone/Circuit No.	Each connection complete details	14.66	13.20
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	395.71
3.5	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	44.34
3.6	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	69.47
3.7	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	45.82
3.8	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	63.55
3.9	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	31.04

SIGNATURE OF BIDDER

E-TENDER NO. DGM(NWO)NE/CL, RH & CF/KAL(O&M)AREAS/19-20 DATED 02.01.2020				
			URBAN	RURAL
3.10	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	3.87
3.11	Drawing of Cable Sizes 50, 100 Pair through PVC Pipes (Cable will be supplied by BSNL). Rates inclusive of Transportation cost	Metre	5.72	5.72
3.12	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	3.68
3.13	Erection of Drop Wire/Recovery of Drop Wire including Transportaion of new Drop Wire to site / Recovered Drop Wire to Stores	Metre	2.04	2.04
3.14	Clipping / Clamping of UG Cables in the wall up to 50 pairs	Metre	4.40	4.40
3.15	Erection of 5 pair overhead	Metre	2.69	2.69
4	Pillar Related Works			
4.1	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	585.33
4.2	Providing Wire Mesh for 800/1000 Pair Pillar Doors & Painting cost inclusive of Material and Transportation	Each	812.19	730.97
4.3	Providing Wire Mesh for 1600/2000 Pair Pillar Doors & Painting cost inclusive of Material and Transportation	Each	1447.29	1302.56
4.4	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	4.41
4.5	CT Box Erection in the Pillar & the Building Premises CT Box will be supplied by BSNL Rates inclusive of Transportation	Each	161.83	145.64

SIGNATURE OF BIDDER

Schedule of rates for Excavation and Reinstatement of pits and Trenches for attending U/G Cable faults, Cable jointing, Rehabilitation of Pillars/DPs and other associated works in DGM NW O (Kalandapam) Area of Chennai telephones vide				
E-TENDER NO. DGM(NWO)NE/CL, RH & CF/KAL(O&M)AREAS/19-20 DATED 02.01.2020				
			URBAN	RURAL
4.6	Termination of Cable in CT Box	Per Pair	6.10	5.49
4.7	Mini Pillar (400 Pair and Below) Plinth Construction, Pillar Plinth should be 0.5 Mtrs above the ground level as per Specification	Per Pillar	2088.49	1879.64
4.8	Mini Pillar Erection including fixing of CT Box and Transportation	Per Pillar	244.27	219.84
4.9	Removing Worn-out Modules in the Pillar/CT Box re-placing new Modules including Termination/Re-Termination of Cables/ Jumpers	Per Module	26.27	23.64
4.10	Welding in Pillar - Single Door			
a	Welding of Front L Angle	Each	900	900
b	Welding of Centre Beam	Each	200	200
c	Welding of Pillar Back side(New Metal Sheet of 1½ feet)	Each	800	800
d	Welding of Pillar with New Metal Sheet on both sides(New Metal Sheet of 1½ feet)	Each side	350	350
e	Pillar inside Sand filling and Cement packing	Each	1300	1300
f	Welding of 2 Keels on the Door	For 2 Keels	200	200
g	Welding New Metal Sheet of 1½ feet & Replacement	Per Sq feet	200	200
h	Welding of Pillar Legs with material	Each	200	200
i	Welding of Mesh for Single Door with material	Each	1000	1000
5	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	453.17
6	JCB hiring charges Minimum 3Hours	minimum 3 hours	1800	1800

SIGNATURE OF BIDDER

Schedule of rates for Excavation and Reinstatement of pits and Trenches for attending U/G Cable faults, Cable jointing, Rehabilitation of Pillars/DPs and other associated works in DGM NW O (Kalmandapam) Area of Chennai telephones vide				
E-TENDER NO. DGM(NWO)NE/CL, RH & CF/KAL(O&M)AREAS/19-20 DATED 02.01.2020				
7	HDD		URBAN	RURAL
	Upto 60mm dia / 200 pair cable	Per meter	500.00	500
	61 to 100mm dia / 400 pair cable	Per meter	500.00	500
	151mm to 200mm dia / 800 or 1200 Pair cable	Per meter	700.00	700
	151mm to 200mm dia /for Multiple cables. 3x200 / 2x400 Pair Cable	Per meter	700.00	700
8	Construction of Plinth for Pillar			
	Construction of Plinth for Pillar - For Pillars upto 1000 Pairs	Per unit	10300.95	8240.76
	Construction of Plinth for Pillar For Pillars above 1000 Pairs	Per unit	13692.00	10953.60
9	Erection, Painting and Sign Writing of Pillars			
	ERECTION			
	For Pillars upto 1000 Pairs	Per unit	395.75	316.60
	For Pillars above 1000 Pairs	Per unit	487.08	389.66
	PAINTING and SIGN WRITING			
	For Pillars upto 1000 Pairs	Per unit	791.51	633.21
	For Pillars above 1000 Pairs	Per unit	1065.49	852.39
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.				
10	Erection, Termination, Painting and Sign Writing of DPs			
	Internal DPs			
	Erection, Termination, Painting and Sign Writing Internal DPs 5/10 Pairs	Each DP	319.92	287.93
	Erection, Termination, Painting and Sign Writing Internal DPs 20/50 Pairs	Each DP	364.14	327.73
For Internal DPs, BSNL will supply DP boxes with Modules. The Contractor shall supply clamps and accessories for erection.				

SIGNATURE OF BIDDER

Schedule of rates for Excavation and Reinstatement of pits and Trenches for attending U/G Cable faults, Cable jointing, Rehabilitation of Pillars/DPs and other associated works in DGM NW O (Kalmandapam) Area of Chennai telephones vide				
E-TENDER NO. DGM(NWO)NE/CL, RH & CF/KAL(O&M)AREAS/19-20 DATED 02.01.2020				
11	Termination of Cables in MDFs and Pillars		URBAN	RURAL
	Termination of Cables in MDFs	Per 100 pairs	853.78	683.02
	Termination of Cables in Pillars	Per 100 pairs	853.78	683.02
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)			
	50 Pairs	Each	1250.17	1000.14
	100 Pairs	Per Joint	1508.89	1207.11
	200 Pairs	Per Joint	1767.61	1414.09
	400 Pairs	Per Joint	2285.05	1828.04
	Above 400 pairs, additional Rates payable per 100 Pairs in excess of 400 Pairs	Per Joint	258.72	206.98
	1) For 800 Pairs	Per Joint	3319.93	2655.94
	2) For 1200 Pairs	Per Joint	4354.81	3483.85
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			
	Teeing per Pair	Per Pair	22.79	18.23
	Releasing per Pair	Per Pair	22.79	18.23
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.				

SIGNATURE OF BIDDER

Schedule of rates for Excavation and Reinstatement of pits and Trenches for attending U/G Cable faults, Cable jointing, Rehabilitation of Pillars/DPs and other associated works in DGM NW O (Kalmandapam) Area of Chennai telephones vide				
E-TENDER NO. DGM(NWO)NE/CL, RH & CF/KAL(O&M)AREAS/19-20 DATED 02.01.2020				
14	Recovery of old Directly buried Cables / in Pipes		URBAN	RURAL
	UP to 50 Pairs	Per Metre	9.14	7.31
	100 Pairs / 200 Pairs	Per Metre	17.55	14.04
	400 Pairs	Per Metre	82.12	65.70
	800 Pairs	Per Metre	105.12	84.10
	1200 Pairs and above	Per Metre	105.39	84.31
15	Back pulling of cables from Ducts and coiling of cables			
	For cables of 400 Pairs	Per Metre	111.68	89.34
	For cables of 800 Pairs	Per Metre	112.51	90.01
	For cables of 1200 Pairs and above	Per Metre	112.78	90.22

- All the recovered items shall be made over to Division stores / Site Incharge
- Basic rates (page nos. 75 to 81) are inclusive of statutory requirements like ESI, EPF, Bonus component etc.

SIGNATURE OF BIDDER

SECTION XIV

To
DY. GM (NWO-NORTH EAST)
BSNL-CHENNAI TELEPHONES

Sub. : Our Financial Bid for Rehabilitation of External Plant of entire Kalmandapam Area under Deputy General Manager (KAL) of Chennai telephones

Ref.: E-TENDER NO. DGM(NWO)NE/CL, RH & CF/KAL(O&M)AREAS/19-20 DATED 02.01.2020

Dear Sir,

Having examined the tender documents, terms and conditions stipulated therein, specifications of work etc., and paid EMD, we, the undersigned, offer to execute the, Rehabilitation, of External Plant work in conformity with the said specifications and conditions of contract at the percentage (at par/above) on standard schedule rates (page nos. 75 to 81) quoted as under ;

Financial Bid

w.r.to Section XIV of standard scheduled rates (Basic Rate)	Quotation
AT PAR	In words
OR	
ABOVE	In figures%
	In words Per cent

RATES ARE INCLUSIVE OF ALL TAXES AND LEVIES EXCLUDING GST EXTRA AT THE GOVT.PREVAILING RATES WHEREEVER APPLICABLE

Basic rates (page nos. 75 to 81) are inclusive of statutory requirements like ESI, EPF, Bonus component etc.

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 BIDDER

SECTION -XV
(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 Rehabilitation of External Plant of entire North West Area under P.G.M. (North) 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 off from the site of work on any account and shall be at all times open to inspection by the engineer-in-charge. Any such stores/materials remaining unused shall be returned to the engineer-in-charge at a place directed by him. If it is decided not to take back the stores/materials, the contractor shall have no claim for compensation on any account of such stores/materials, so supplied by him as aforesaid not used by him or for any wastage or damage to such stores/materials.
3. The materials shall be issued for works against a work order. Account of stores shall also be maintained for each work order. On completion of work against the work order i.e. after completion of all measurements 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/DIVISION/SUB-DIVISIONAL Stores Chennai Telephones for use on the work. The engineer-in-charge may ask the contractor to return the store or re-issue the material on work against any other work order issued to the contractor.
5. The difference in quantity of materials actually issued to the contractor against the work order and theoretical consumption of materials shall be worked out in the measurement book (Of bill), if not returned by the contractor. The cost of difference in quantity of materials shall be worked out at the prevailing standard rates and recovery shall be made at 1.5 times of the prevailing standard rates without prejudice to the provisions of the relevant conditions regarding return of materials governing the contract. This is to discourage the contractor from doing bad work and consuming the stores on removal of defects or re-doing the bad work. Recovery shall be made for the overall excess including use of materials for removal of defects at penal rate.
6. Whenever any material brought by the contractor to the site of work is rejected, entry thereof should invariably be made in the site work order book under the signature of SDE in-charge of work.

SIGNATURE OF BIDDER

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 (Section XVI 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 Sr.GM/GM /ADDL.GM/DGM of concerned Area shall be final and binding.
9. If the requirement of materials exceeds the theoretical requirement and in the opinion of engineer-in-charge, the same is within reasonable limits and required for execution of work, the same shall be issued.
10. After completion of work against the work order, the contractor shall submit a list of surplus materials to the engineer-in-charge who shall decide whether the same need to be returned to the stores of the department or be issued against any other work-order. The engineer-in-charge or his representative, before receiving, shall physically inspect the surplus materials.
 - ☐ The materials shall be returned to the stores by furnishing the details in form (Section XVI Annexure A 2) so that distinction is clearly visible for receipt of stores and return of excess stores by the contractor.
 - ☐ If the surplus materials are to be re-issued, the engineer-in-charge shall obtain requisition slip from the contractor for issue of such materials and complete the records of store accounts of his office showing the materials having been issued to the contractor. Copy of issue slip shall be sent to the Stores in-charge from where the stores were collected at the first instance. The formalities for transfer of stores from one estimate to another, as prescribed by the BSNL Chennai Telephones shall be followed.

SIGNATURE OF BIDDER

SECTION – XV
Annexure-A 1
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. N	Item	To be filled-in by the contractor						To be filled in by the store in-charge	
		Quantity work order	in	Quantity received against the work order till date	Quantity balance unutilized available with contractor	Quantity required now	Quantity approved by SDE work in-charge	Quantity issued	ACE-8 Page/ Sl.No
		Size	Length/ Number						

Place _____

Date _____

Personnel Seal of the firm

The above store may be issued

Signature of the SDE

In-charge of the work _____

With seal

Signature _____

Name of the authorized

Store issued

Signature of the store

In-charge with seal _____

SIGNATURE OF BIDDER

Copy to: SDE In-Charge of the works.

Stores received as above

Signature of the authorized

Personnel with seal of the firm _____

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.

SIGNATURE OF BIDDER

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

No. _____ Dated. _____

From. M/S. _____

Work Order No. _____

Estimate No. _____

Sir,

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

To be filled-in by the contractor						Quantity allowed to deposit SDE work-in- charge(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 unutilized available with contractor		Quantity received back	ACE-8 Page/Sl. No.
		Size	Length/ Number					

Place _____

Date _____

Signature _____

Name of the authorized Personnel _____

Seal of the firm

The above store may be 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.

SIGNATURE OF BIDDER

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

Work Order No. _____

Name of the Contractor _____

Name of the work _____

Date of commencement of work _____

Period of completion _____

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

SIGNATURE OF BIDDER

SECTION - XV Annexure-C 1

Form No. DTS/UGCC/025

Part-A

APPLICATION FOR EXTENSION OF TIME (To be filled in by the contractor)

1. Name of the Contractor

2. Agreement No.

3. Work Order No.

4. Date of commencement of work

5. Date of completion of work

6. Period for which E.O.T. have been given earlier

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

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

8. Period for which extension is applied for

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

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

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

Signature of the contractor

Date

Date of receipt	Inward serial number	Signature of receiving official

For Office use only

SIGNATURE OF BIDDER

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

Signature of Site Engineer

Date

SIGNATURE OF BIDDER

SECTION - XV Annexure-C 2

Form No. DTS/UGCC026

PART-B

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

1. Date of receipt of Application for extension time : _____

2. Name of the Contractor _____

3. Work order No. _____

4. Estimated amount of work ordered against the work order _____

5. Date of commencement of work _____

6. Due date of completion of work _____

7. Period for which extension is applied for _____

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

Sl. No.	Nature of Hindrance	Date of occurrence of hindrance	Period for which it is likely to last	Period for which extension required for this particular hindrance	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

SIGNATURE OF BIDDER

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

HINDRANCE REGISTER (FRONT PAGE)

Sl.No.

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

(FORMAT FOR INSIDE PAGES)

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

SIGNATURE OF BIDDER

SECTION - XV

ANNEXURE-E

VARIOUS METHODS OF INTERNAL FITTING AT CUSTOMER PERMISES

Type I :

In Multi Storeyed buildings, some space may be provided in the ground floor for fixing Two C.T. Boxes.

One C.T Box for terminating the Input U/G Cable and the Second CT Box is for terminating the Output cables to different floors and wings in the building.

At the output side, individual small size cables (5 pair, 10 pair and 20 pair of U/G or Switch Board Cable) may be terminated and taken to different floors and wings as per the requirement and terminated to a DP.

The Multiple Output Cables must be bunched and taken through a single PVC pipe and must be branched at a suitable points with tapering arrangement for PVC pipes size.

This will result in reduction of cost for multiple PVC pipes.

Type II:

For buildings having more than three floors, on the output side, instead of taking many number of small size cables, one single higher size U/G Cable (50 or 100 pairs as per requirement) can be taken and branched at different floors by using Cut Pair Method and terminated to DPs at different floors.

In this case, the Output U/G cable from C.T.Box need not be taken through PVC and U/G cable can be simply clamped along the wall neatly.

Type III.

Wherever Concealed wiring is already done by the subscriber, the input CT Box of our U/G Cable must be located nearest to this concealed wiring terminated point.

All the concealed wirings from different floors must be terminated in a separate CT Box and these two CT Boxes must be jumpered.

Wherever the subscriber's own wiring is in progress, the External SDEs must insist on provision of 4 pair Switch Board cable from each flat to a common point.

If the number of floors is less than three, individual cables can be brought to ground floor and terminated to a common point.

SIGNATURE OF BIDDER

For buildings having more than three floors, the switch Board Cable from each floor must be brought into a common point in the same floor and terminated in a CT Box floor-wise and provision may be made from ground floor for linking these floor-wise common points.

U/G Cable can be brought into ground floor or to each floor as per the requirement.

General:

In all the Multi Storeyed buildings, DP is to be linked in such a way that the sub lead requirement from DP - to Rosette is less than 10 metres.

The first fitting from DP to Sub premises can be taken up only for preferential subscribers (High Calling /Corporate subscribers).

The PVC fitting can be taken up only upto the door point and inside the house simple clipping of service lead may be taken up.

For other subscribers, simple clipping of service lead can be taken up right from the DP point itself without going in for PVC pipe.

Individual House building:

Internal DP can be taken up for individual Bungalow type houses and from DP to Rosette, Service Lead can be taken up by simple clipping along the wall and windows etc.

Wherever interior lanes are there, instead of laying the cable under the ground, the possibility of taking the U/G cable to the subscribers' premises by simple clipping the cable along the wall at a height of 9 ft. level is suggested.

The DP must be provided in a location, so that the length of the service lead is only less than Ten metres

For all DP erection work, there is no need for going in for GI Pipes, which is very much costly.

Instead the heavy duty blue water PVC pipe of 1" Dia and length of 2 metres may be used for all internal DP's.

For taking the cables along the wall, the PVC pipe of wall thickness of 1.5 mm, of various sizes (1/2 inch, 3/4 inch, 1 inch, 2 inch, 2" etc) may be used inside the building.

SIGNATURE OF BIDDER

For fixing of PVC pipes, heavy duty GI Clamps must be used.
For clipping the service leads tinned/brass clipping must be used.

For Tail cable laying purpose, full fledged Trench of 3' depth and 1" width need not be followed.

For Tail cables, the depth of 20 cm and width of 15 cm can be maintained.

Payment for the Tail Cable Trench shall be made at the rate specified for Cutcha road rate.

Sand filling, excess Earth removal .. need not be included for payment for Tail Cables.

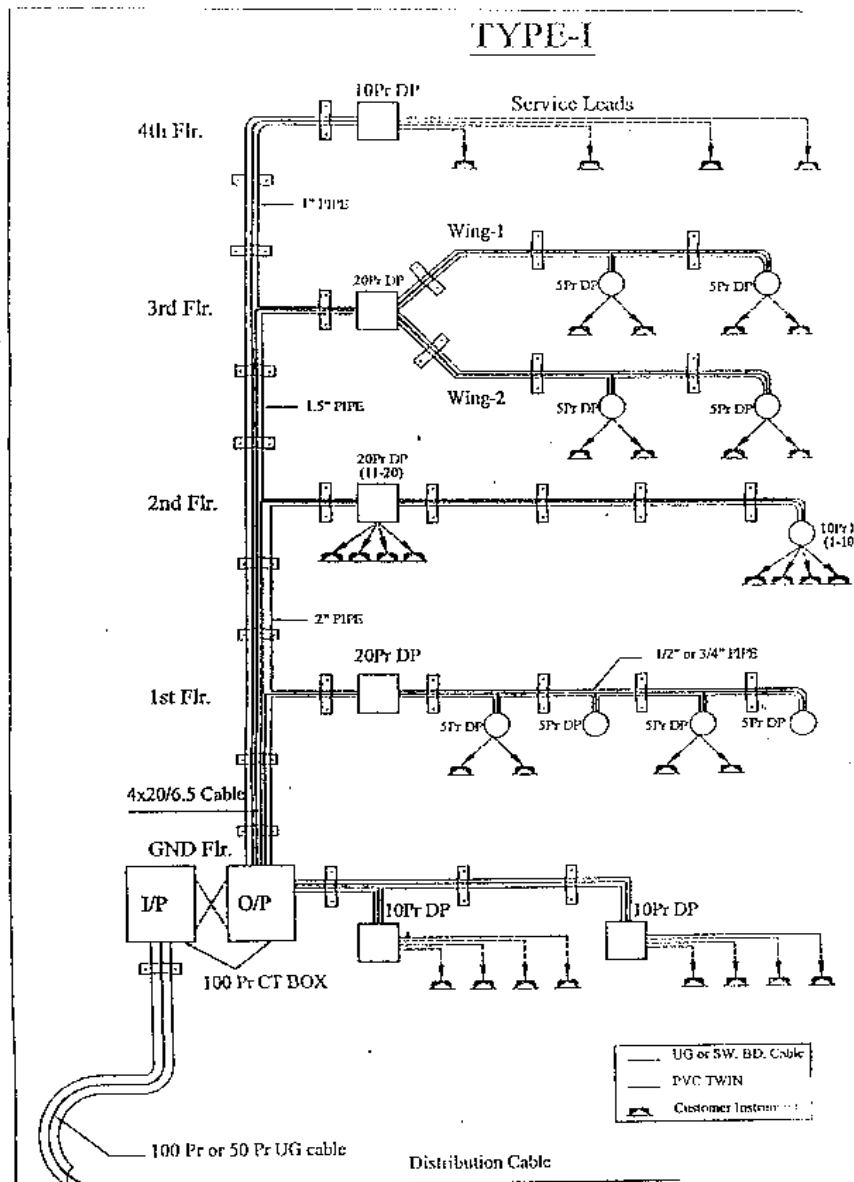
For DP Tail branch joints, the payment must be made as per the size of DP for which the Tail cable is joined, irrespective of the size of the main cable from which this is tapped.

(Ex) If 10 Pair Tail is branched from 200 pair main cable, the payment for the joint should be at the rate of 10 pair cable and not for 200 pair.

In Multi Storeyed building, the charges for DP fixing should not be taken as per the full-fledged DP erection rate.

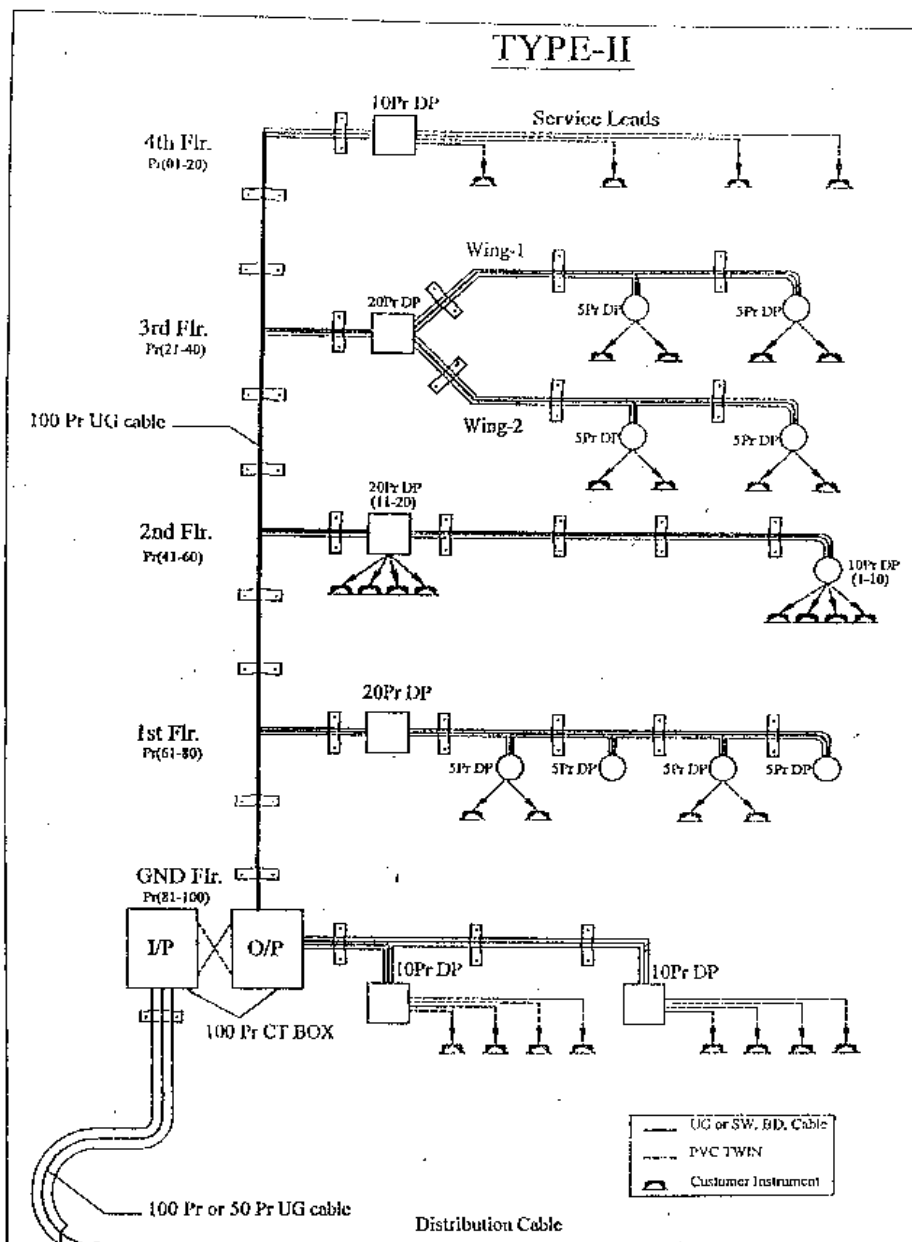
The full-fledged DP erection includes supply of PVC pipes, Fixing and Termination, whereas for fixing the DPs inside the premises, only Fixing and Termination portion alone to be charged.

SIGNATURE OF BIDDER



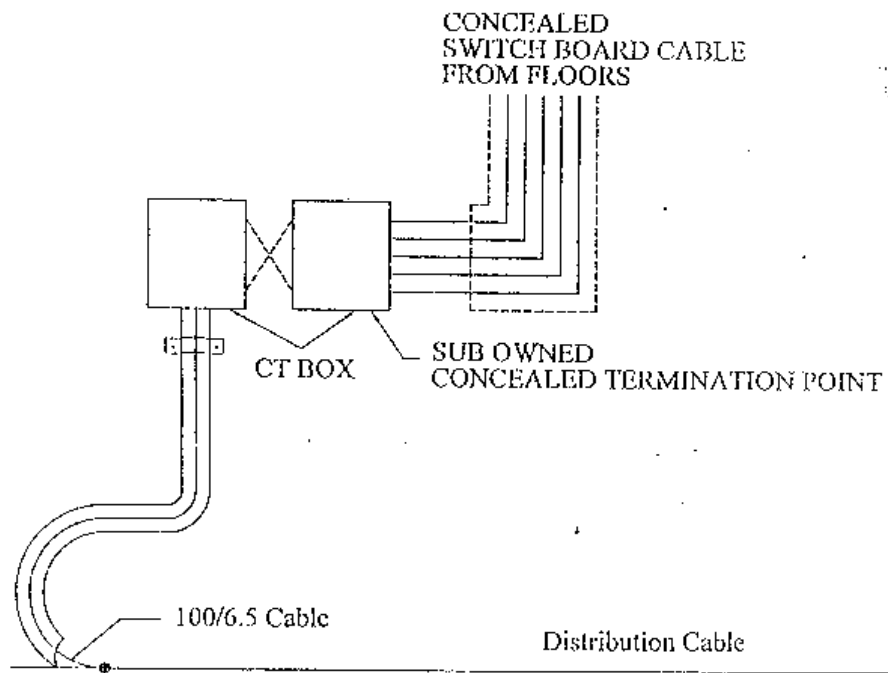
The DP arrangement in each floor is shown as suitable for different types of building structure.

The size of the leading in distribution cable may vary depending upon the density of the customer lines in the building.



The DP arrangement in each floor is shown as suitable for different types of building structure.

The size of the leading in distribution cable may vary depending upon the density of the customer lines in the building.



TYPE-III

SIGNATURE OF BIDDER

PROFORMA FOR POWER OF ATTORNEY

Non- Judicial Stamp

POWER OF ATTORNEY.

Be it known all to whom it concern that:-

1. Shri ----- S/o ----- residing at-----

2. Shri ----- S/o ----- residing at-----

3. Shri ----- S/o ----- residing at-----

I, the properietor/We all the Partners/Directors of M/s. ----- (Address) appoint Shri-----
-----s/o-----

Residing at-----as my/our Attorney to act in my/our name on behalf and sign and execute all documents/agreements binding the firm for all contractual obligations (including references of cases to arbitration) arising out of the contracts to be entered into by the firm with the Chief General Manager, CHTD in connection with their Tender Enquiry no----- dated-----
for the purpose of ----- due for opening on-----
-----.

In short he is fully authorized to do all, each and everything requisite for the above purpose concerning M/s. ----- . And I/We hereby agree to confirm and ratify his all and every act of this or any documents executed by my/our said Attorney within the scope of the authority hereby conferred on him including references of cases to arbitration and the same shall be binding on me/us and my/our firm as if the same were executed by me/us individually or jointly.

Witness

Signature of the Proprietor/partners/Directors

1.

1.

2.

2.

3.

Attested

Accepted

Notary Public

(Signature with official seal)

(Signature of Signatory of the
Tender Offer of the firm)

REGISTERED

Before

SUB-REGISTRAR

----- (Of the concerned State)

SIGNATURE OF BIDDER

SECTION – XVI

FORMS TO BE SUBMITTED BY THE TENDERER

ANNEXURE – F

UNDERTAKING

(1) Have you obtained labour license? Yes or No

(i) If yes, give license No. and enclose a copy

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

(2) Are you employing child labour?

(3) Are you paying EPF contribution to your employees regularly?

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

(ii) If No, are you exempted from EPF as per provision of the EPF Act? (iii) Do you agree to pay the EPF contribution regularly?

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

Sign of the Contractor:.....

Name

Relationship with the company

Date:

SIGNATURE OF BIDDER

ANNEXURE – G

CERTIFICATE OF MINIMUM WAGES TO BE SUBMITTED BY THE TENDERER

I/We

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

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

Date:

Place:

Signature of the bidder with seal

SIGNATURE OF BIDDER



ANNEXURE -H

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*	:	<input type="text"/> <input type="text"/> <input type="text"/>			
Address *	:	<input type="text"/> <input type="text"/> <input type="text"/>			
Town/District*	:	<input type="text"/>			
City*	:	<input type="text"/>			
State*	:	<input type="text"/>			
Postal/Pin code*	:	<input type="text"/>	Country*	:	<input type="text"/>

Contact Details:

Telephone Number	:	<input type="text"/>	Fax No.	:	<input type="text"/>
Email_id	:	<input type="text"/>			
<i>(Mandatory for E-Tendering)</i>					
Name of Contact Person	:	<input type="text"/>	Mobile No.	:	<input type="text"/>
Alternate Contact Person	:	<input type="text"/>	Mobile No.	:	<input type="text"/>

Tax information:

PAN	:	<input type="text"/>
Service Tax reg. no.	:	<input type="text"/>
LST (Local VAT reg.No.)	:	<input type="text"/>
CST Reg. No	:	<input type="text"/>
Tax Registration no. (for Foreign Vendors)	:	<input type="text"/>

Income Tax Exemption details:

IT exemption no.	:	<input type="text"/>	IT exemption rate	:	<input type="text"/>
IT Exemption date	:	<input type="text"/>			
IT exemption date from	:	<input type="text"/>	IT exemption date to	:	<input type="text"/>

SIGNATURE OF BIDDER

Excise Details:

Excise reg. no. :

Excise Range :

Excise Division :

Excise Commissionerate :

Payment Transaction/ Bank Details:

Bank Country :

Bank Name :

Bank Address :

Bank A/c No :

Bank IFSC :

Account holder's Name :

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

SWIFT Code :
(for Foreign Vendors)

IBAN :
(for Foreign Vendors)

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

Industry Status:

Micro/ SSI Status : Yes ☐ No ☐

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

Note:

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

Company / Vendor Authorized Signatory / Designation Date: Company Seal

(For Office Use)

Vendor Account Group : Payment Method :

TDS Type - Invoice : TDS Code - Invoice :

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

SIGNATURE OF BIDDER

ANNEXURE – H 1

UNDERTAKING & DECLARATION

For understanding the terms and condition of tender and specification of work.

a). Certified that

1. I/we have read, understood and agree with all the terms and conditions, specifications included in the tender documents and 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 and commence the work/supply in time, the EMD/SD deposited by us will stand forfeited to the BSNL.

b). the bidder hereby covenants and declares that:

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

Date:

Place:

Signature of the Bidder

Name of bidder along with date & seal

CLAUSE BY CLAUSE COMPLIANCEANNEXURE – H 2

I,....., authorized signatory of the contractor M/S....., certify that I fully agree and comply with all the clauses and sub-clauses from Page No 1 to 111 of this tender document

(Signature of the authorized signatory)

(With seal and contact numbers)

Dated-----, at -----.

SIGNATURE OF BIDDER

SECTION – XVII
(Standard Tender Enquiry Document)

S. No.	Defaults of the bidder / vendor.	Action to be taken
A	B	C
1 (A)	Submitting fake / forged	i) Rejection of tender bid of respective Vendor. ii) Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order. iii) Termination/ Short Closure of PO/WO, if issued. This implies non-acceptance of further supplies / work & services except to make the already received material work/ complete work in hand.
	a) Bank Instruments with the bid to meet terms & condition of tender in respect of tender fee and/ or EMD;	
	b) Certificate for claiming exemption in respect of tender fee and/ or EMD;	
	and detection of default at any stage from receipt of bids till award of APO/ issue of PO/WO	
	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 GST, 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.

SIGNATURE OF BIDDER

S. No.	Defaults of the bidder / vendor.	Action to be taken
A	B	C
1(b) contd.	(iii) If <i>detection of default after receipt of PG/ SD (DD,BG etc.)</i> .	i) Cancellation of APO ii) Rejection of Bid & iii) Forfeiture of PG/ SD. However on realization of PG/ SD amount, EMD, if not already released shall be returned.
	(iv) If <i>detection of default after issue of PO/ WO</i>	i) Termination/ Short Closure of PO/WO and Cancellation of APO ii) Rejection of Bid & iii) Forfeiture of PG/ SD. However on realization of PG/ SD amount, EMD, if not released shall be returned.
	Note 3:- However, settle bills for the material received in correct quantity and quality if pending items do not affect working or use of supplied items	
	Note 4:- No further supplies are to be accepted except that required to make the already supplied items work	
2	If vendor or his representative uses violent/ coercive means viz. Physical / Verbal means or 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.	i) Termination of PO/ WO. ii) Under take purchase/ work at the risk & cost of defaulting vendor. iii) Recover the excess charges if incurred from the PG/ SD and outstanding bills of the defaulting Vendor.
4.2	Failure to supply and/ or Commission the equipment and /or execution of the Work in full even in extended delivery schedules, if granted against PO/ WO.	i) Short Closure of PO/ WO to the quantity already received by and/ or commissioned in BSNL and/ or in pipeline provided the same is usable and/or the Vendor promises to make it usable. ii) Under take purchase/ work for balance quantity at the risk & cost of defaulting vendor. iii) Recover the excess charges if incurred from the PG/ SD and outstanding bills of the defaulting Vendor.

SIGNATURE OF BIDDER

5.1	The supplied equipment does not perform satisfactory in the field in accordance with the specifications mentioned in the PO/ WO/Contract.	i) If the material is not at all acceptable, then return the non-acceptable material (or its part) & recover its cost, if paid, from the o/s bills/ PG/ SD. OR ii) If the material is inducted in network & it is not possible to return it and/ or material is acceptable with degraded performance, the 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).	i) If the material is not at all acceptable, then return the non-acceptable material (or its part) & recover its cost, if paid, from the o/s bills/ PG/ SD; OR ii) If the material is inducted in network & it is not possible to return it and/ or material is acceptable with degraded performance, the 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 iii) Withdrawal of TSEC/ IA issued by QA Circle.
6	Submission of claims to BSNL against a contract	i) Recovery of over payment from the outstanding dues of Vendor including EMD/ PG & SD etc. and by invoking 'Set off' clause 21 of Section 5 Part A 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.
(a) for amount already paid by BSNL .		
(b) for Quantity in excess of that supplied by Vendor to BSNL.		
c) for unit rate and/ or amount higher than that approved by BSNL for that purchase.		
Note 5:- The claims may be submitted with or without collusion of BSNL Executive/ employees.		

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Note 6:- This penalty will be imposed irrespective of the fact that payment is disbursed by BSNL or not.		
7	Network Security/ Safety/ Privacy:- If the vendor tampers with the hardware, software/ firmware or in any other way that	<p>i) Termination of PO/ WO.</p> <p>ii) Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order.</p> <p>iii) Recovery of any loss incurred on this account from the Vendor from its PG/ SD/ O/s bills etc.</p>
	a) 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.	Legal action will be initiated by BSNL against the Vendor if required.
	b) tampers with the billing related data/ invoicing/ account of the Customer/ User(s) of BSNL and/ or any other TSP(s).	
	c) hacks the account of BSNL Customer for unauthorized use i.e. to threaten others/ spread improper news etc.	
	d) undertakes any action that affects/ endangers the security of India.	
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>i) Termination/ Short Closure of the PO/ WO. ii) Settle bills for the quantity received in correct quantity and quality if pending items do not affect working or use of supplied items. iii) No further supplies are to be accepted except that required to make the already supplied items work. iv) In case of turnkey projects, If the material is commissioned and is usable without any degradation of performance, then settle bills for the acceptable equipment/ material (or its part). v) In case of turnkey projects, if the material is inducted in network & it is not possible to return it and/ or material is acceptable with degraded performance, the purchaser may determine the price for degraded equipment (Financial penalty = Price – price determined for degraded equipment) himself and/ or through a committee.</p>

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S. No.	Defaults of the bidder / vendor.	Action to be taken
A	B	C
8 con-td.		Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD.
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.	i) Termination/ Short Closure of the PO/ WO. ii) Settle bills for the material received in correct quantity and quality if pending items do not affect working or use of supplied items. iii) No further supplies are to be accepted except that required to make the already supplied items work. iv) In case of turnkey projects, If the material is commissioned and is usable without any degradation of performance, then settle bills for the acceptable equipment/ material (or its part). 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.
10	If the vendor does not return/ refuses to return BSNL's dues:	i) Take action to appoint Arbitrator to adjudicate the dispute.
	a) in spite of order of Arbitrator.	i) Termination of contract, if any. ii) Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL from date of issue of banning order or till the date by which vendor clears the BSNL's dues, whichever is later. (continues)

S. No.	Defaults of the bidder / vendor.	Action to be taken
A	B	C
10 con-td.		iii) Take legal recourse i.e. filing recovery suite in appropriate court.
	b) in spite of Court Orders.	i) Termination of contract, if any. ii) Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL from date of issue of banning order or till the date by which vendor clears the BSNL's dues, whichever is later.
11	If the Central Bureau of Investigation/ Independent External Monitor (IEM) / Income Tax/ Tax Departments recommends such a course	Take Action as per the directions of CBI or concerned department.

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12	The following cases may also be considered for Banning of business:	
a)	If there is strong justification for believing that the proprietor, manager, MD, Director, partner, employee or representative of the vendor/ supplier has been guilty of malpractices such as bribery, corruption, fraud, substitution of tenders, interpolation, misrepresentation with respect to the contract in question.	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 for 3 years from date of issue of banning order.
b)	If the vendor/ supplier fails to execute a contract or fails to execute it satisfactorily beyond the provisions of Para 4.1 & 4.2.	
c)	If the vendor/ supplier fails to submit required documents/ information, where required.	
d)	Any other ground which in the opinion of BSNL is just and proper to order for banning of business dealing with a vendor/ supplier.	
Note 7: The above penalties will be imposed provided it does not clash with the provision of the respective tender.		
Note 8:-In case of clash between these guidelines & provision of invited tender, the provision in the respective tender shall prevail over these guidelines.		
Note 9: Banning of Business dealing order shall not have any effect on the existing/ ongoing works/ AMC / CAMC which will continue along with settlement of Bills.		

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