



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

BID DOCUMENT

**E-TENDER for attending Primary Cable faults/Maintenance/ Pillar
Rehabilitation including cable laying and other associated works
for External Plants in DGM NW O (Central) Area**

**E-TENDER No. PGM(NWO-C)/ Primary Cable Fault/Mtce/Central
2020-21 dated 24-08-2020**

DATE OF OPENING: 17-11-2020/11-30 HRS

**DEPUTY GENERAL MANAGER (NWO-Central)
BSNL CHENNAI TELEPHONES
NO.10 Dams Road, Anna Road Telephone Exchange Building,
Chennai 600 002.**

Telephone No. 28591206/28591227
FAX 28591214

(Certified that the tender contains 84 Pages only)

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

From
DGM(NWO) (Central),
BSNL, Chennai Telephones,
NO.10 Dams Road,
Anna Road Telephone Exchange Building,
Chennai 600 002.

E-TENDER No. PGM(C)/ Primary Cable Fault/Mtce/Central/ 2020-21 dated 24-08-2020

Sub: Tender document for attending Primary Cable faults/Maintenance/ Pillar Rehabilitation including cable laying and other associated works for External Plants in DGM NW O (Central) Area of Chennai Telephones- reg.

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

Section No.	Item	Page No.
1 Part A	Detailed Notice Inviting Tender (DNIT)	3
1 Part B	Newspaper Notice Inviting Tender (NNIT)	6
2	Tender Information	7
3	Scope of Work and jurisdiction of Contract	9
4 Part A	General Instructions to Bidders (GIB)	10
4 Part B	Special Instructions to Bidders (SIB)	23
4 Part C	e-Tendering Instructions to Bidders	25
5 Part A	General (Commercial) Conditions of the Contract (GCC)	29
5 Part B	Special (Commercial) Conditions of Contract (SCC)	43
6	Undertaking & Declaration	53
7	PROFORMAS	57
8	Bidder's Profile & Questionnaire	65
9 Part A	Bid Form	68
9 Part B	Price Schedule (Financial Bid)	69
9 Part C	Schedule of Rates	70
9 Part D	Work orders of Cable Maintenance-Annexures	76
ANNEXURE –A	Vendor Master Form / Mandate form	77
ANNEXURE –B	Standard Tender Enquiry Document	79

If interested, kindly submit your bid offers online / physically on or before date & time specified in Clause 7 of detailed NIT.

**DGM(NWO) Central,
BSNL, Chennai Telephones**

SECTION -1 Part - A

DETAILED NOTICE INVITING TENDER

1.NIT No. PGM(C)/Primary Cable Fault/Mtce/Central/ 2020-21/ dated 24-08-2020

Digitally sealed tenders are invited through e-tendering process on behalf of Principal General Manager (Central), Chennai Telephones from eligible bidders for attending Primary Cable faults/Maintenance/ Pillar Rehabilitation including cable laying and other associated works for External Plants in DGM NW O (Central) Area comprising of Anna Road & Haddows Road Divisions. The prescribed e-tender document may be obtained from <https://www.tenderwizard.com/BSNL>. Bid Security and Cost of e-tender document shall be drawn as DD from any of the Nationalized Bank in favour of BSNL, Chennai Telephones payable at Chennai. **The payment of Bid Security and Cost of e-tender document shall be exempted to NSIC/MSME registered bidders on production of requisite proof in respect of valid certification from NSIC/MSME for the tendered item/work.**

2. Area of contract & eligible contractors:

Jurisdiction	Eligibility class of Contractors	Estimated cost of Work in Rs.	Cost of Bid document (<u>non refundable</u>) in Rs.	Bid Security (EMD) in Rs. (2%)
All Exchanges under DGM NWO, Central area of Chennai Telephones	One year of experience in OFC / Copper Cable Laying / jointing/ Maintenance works such as U/G, Aerial, HDD, Open trenching, In-building wiring.	Rs.40,00,000 Lakhs (Rupees Forty Lakhs only)	Rs.590/- (Inclusive of GST)	Rs.80,000/- (Rs.Eighty thousand only)

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

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

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

A. Technical Bid envelope

(i) Submission of Mandatory documents:

- Digitally signed copy of Tender Document (84 pages), Corrigendum and Addendums, if any.
- Scanned copy of DD/Banker's Cheque -Bid Security.
- Scanned copy of DD/Banker's Cheque –Tender document fee.
- Document proof of having ONE year of experience in OFC/Copper Cable laying/jointing /maintenance works such as U/G, Aerial, HDD, Open trench OFC/Copper, In-building wiring. (Proof of experience in the form of relevant "Work order" is to be attached)

(ii) Submission of Eligibility documents:

- (a) Proof for payment of Tender Processing Fee of M/s ITI Limited as per Para 7(ii) of “E-TENDERING INSTRUCTIONS TO BIDDERS”
- (b) Scanned copy of the Registration of firm in the case of proprietorship concern, Scanned copy of certificate of incorporation, Articles of Association and Memorandum of Association in the case of Company. Authenticated copy of Partnership Deed in case of Partnership Firm.
- (c) Duly filled in Bid form, as per Section 9 Part A.
- (d) Duly signed “Declaration under the digital signature that no additions / deletions / corrections have been made in the downloaded e-tender document being submitted and it is identical to the e-tender document appearing on e-tender Portal”.
- (e) Duly filled in Tenderer’s profile, as per Section 8 of the Tender Document.
- (f) Scanned copy of Original “**Power of Attorney**” in case a person other than the Tenderer has signed the Tender Document.
- (g) Duly filled in “No near relative certificate “as per clause 31.1.
- (h) Duly filled in – “Declaration regarding not blacklisting/not debaring from taking part in Govt. Tender by any BSNL unit”.
- (i) Scanned copy of Goods and Services Tax registration certificate
- (j) Scanned copy EPF Registration Certificate.
- (k) Scanned copy ESI Registration Certificate.
- (l) Scanned copy Labour license / Undertaking should be given that Labour license will be submitted before the claim of first bill.
- (m) Scanned copy of financial years 2017-18, 2018-19 Income Tax return and copy of Pan Card.
- (n) The bidder shall have to furnish the audited Annual Report and /or a certificate from its bankers to assess the solvency/financial capability of the bidder..

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

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

3. Offline Submissions (physical document submission) :

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

- (i) EMD/Bid Security,
- (ii) Tender Document Fee,
- (iii) Attested copy of Power of Attorney in accordance with Clause No. 13.3 of Section 4 Part A for authorization for executing the Tender, if required.
- (iv) Duly signed “Declaration under his digital signature that no addition / deletion / corrections have been made in the downloaded e-tender document being submitted and it is identical to the e-tender document appearing on e-tender Portal”.

in separate cover to DGM(NWO) (Central), BSNL Chennai Telephones, No 10.Dams Road, Chennai-600 002on or before the date & time of submission of bids specified in covering letter, in a Sealed Envelope. The envelope shall bear (Name of the Work), the tender number and the words ‘DO NOT OPEN BEFORE’ (due date & time) as mentioned in the Clause 14 of tender document.

4. The Principal General Manager (Central), Chennai Telephones shall reserve the right to reject any or all of the tender/bid without assigning any reason whatsoever. He is not bound to accept the lowest tender / Bid.

5. The bidders downloading the e-tender document are required to submit the tender fee amount through DD / Banker’s cheque for Rs.590/- (inclusive of GST) along with the tender bid, failing which the tender bid shall be left unopened/rejected. The DD/banker’s cheque shall be drawn from any Nationalized/Scheduled bank in favor of the BSNL, Chennai Telephones and payable at Chennai.

6. BSNL, Chennai Telephones District has decided to use the process of e-tendering for inviting this tender and thus the physical copy of the tender would not be sold.

7. Availability of tender document:- The e-tender document shall be available for downloading from **16.00 HRS of 27-10-2020 to 16.00 HRS of 16-11-2020.**

Date & Time of Submission of e-Tender bid:

Last Date/ Time of submission of e-Bid Online: up to 16.00 HRS of 16-11-2020.

Last Date/Time of Submission of documents in hard copy: up to 11.00 HRS of 17-11-2020.

Note: - In case the date of submission (opening) of bid is declared to be a holiday, or unforeseen internet failure at the opening venue on the scheduled opening date, the date of submission (opening) of bid will get shifted automatically to next working day at the same scheduled time. Any change in bid opening date due to any other unavoidable reason will be intimated to all the bidders separately.

8. **Online opening of Tender e-Bids: At 11.30 HRS of 17-11-2020.**

9. Place of opening of Tender e-bids: BSNL has adopted e-tendering process which offers a unique facility for 'Public Online Tender Opening Event (TOE). BSNL's Tender Opening Officers as well as authorized representatives of bidders can attend the Public Online Tender Opening Event (TOE) from the comfort of their offices.

However, if required, authorized representatives of bidders (i.e. Supplier organization) can attend the TOE at the **O/o DGM NW O (Central) BSNL, Chennai Telephones, No.10 , Dams Road, Chennai-600 002**, where BSNL's Tender Opening Officers would be conducting Public Online Tender Opening Event (TOE).

10. Tender bids received after due time & date shall not be accepted.

11. Incomplete, ambiguous, Conditional, Tender bids are liable to be rejected.

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

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

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

15. All Computer generated documents should be duly signed/attested by bidder/vendor organization.

Note: - All documents submitted in the e-bid offer should be preferably in English. In case the certificate viz. experience, registration etc. is issued in any language other than English, the bidder shall attach an English translation of the same duly attested by the bidder & the translator to be the true copy in addition to the relevant certificate. Please take care to scan documents that total size of documents to be uploaded remains minimum. If required, documents may be scanned at lower resolutions say at 150dpi. However, it shall be the sole responsibility of bidder that the uploaded documents remain legible.

**DGM(NWO) C,
BSNL, Chennai Telephones**



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

CHENNAI TELEPHONES

DGM (NWO) (Central),
BSNL, Chennai Telephones,
No.10, Dams Road,
Anna Road Telephone Exchange Building,
Chennai 600 002.

Section -1 Part-B

News paper Notice Inviting Tender

NIT. No. PGM(C)/ Primary Cable Fault/Mtce/Central/ 2020-21/ dated 24-08-2020

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

For attending Primary Cable faults/Maintenance/ Pillar Rehabilitation including cable laying and other associated works for External Plants in DGM NW O (Central) Area of Chennai Telephones.

This tender is being conducted through e-procurement Portal <https://www.tenderwizard.com/BSNL>. Last date of receipt (hard copy) of tender is **17-11-2020 upto 11-00 Hrs.** For further detailed information, kindly visit Chennai website "www.chennai.bsnl.co.in" following "Link for Tenders by Chennai Telephones"

**DGM (NWO) C
BSNL, Chennai Telephones**

Section- 2

Tender Information

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

Note: The eligibility cum Techno-commercial Bid will be opened in the presence of the representatives of the bidders at **11.30** hours on **17-11-2020**.

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

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

A. Technical Bid envelope

(i) Submission of Mandatory documents:

- (a) Digitally signed copy of Tender Document (84 pages), Corrigendum and Addendums.
- (b) Scanned copy of DD/Banker's Cheque -Bid Security.
- (c) Scanned copy of DD/Banker's Cheque –Tender document fee.
- (d) Document proof of having ONE year of experience (within last five years) in OFC/Copper Cable laying/jointing /maintenance works such as U/G, Aerial, HDD, Open trench OFC/Copper, In-building wiring. (Proof of experience in the form of relevant "Work order" is to be attached)

(ii) Submission of Eligibility documents:

- (a) Proof for payment of Tender Processing Fee of M/s ITI Limited as per Para 7(ii) of "E-TENDERING INSTRUCTIONS TO BIDDERS".
- (b) Scanned copy of the Registration in the case of proprietorship concern, Scanned copy of certificate of incorporation, Articles of Association and Memorandum of Association in the case of Company. Authenticated copy of Partnership Deed in case of Partnership Firm.
- (c) Duly filled in Bid form, as per Section 9 Part A.
- (d) Duly signed "Declaration under the digital signature that no additions / deletions / corrections have been made in the downloaded e-tender document being submitted and it is identical to the e-tender document appearing on e-tender Portal".
- (e) Duly filled in Tenderer's profile, as per Section 8 of the Tender Document.
- (f) Scanned copy of Original "**Power of Attorney**" in case a person other than the Tenderer has signed the Tender Document.
- (g) Duly filled in "No near relative certificate "from all partners.

- (h) Duly filled in – “Declaration regarding not blacklisting/not debaring from taking part in Govt. Tender by any BSNL unit”.
- (i) Scanned copy of Goods and Services Tax registration certificate
- (j) Scanned copy EPF Registration Certificate.
- (k) Scanned copy ESI Registration Certificate.
- (l) Scanned copy Labour license /Undertaking should be given that Labour license will be submitted before the claim of first bill.
- (m) Scanned copy of last two years Income Tax return and copy of Pan Card.
- (n)The bidder shall have to furnish the audited Annual Report and /or a certificate from its bankers to assess its solvency/financial capability.

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

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

5) Offline Submissions (physical document submission) :

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

- (i) EMD/Bid Security,
- (ii) Tender Document Fee,
- (iii) Power of Attorney in accordance with Clause No. 13.3 of Section 4 Part A for authorization for executing the Tender, if required.
- (iv) Duly signed “Declaration under his digital signature that no addition / deletion / corrections have been made in the downloaded e-tender document being submitted and it is identical to the e-tender document appearing on e-tender Portal”.

in separate cover to **DGM(NWO)(Central), BSNL CHENNAI TELEPHONES, No.10, Dams Road, Chennai-600 002** on or before the date & time of submission of bids specified in covering letter, in a Sealed Envelope. The envelope shall bear (Name of the Work), the tender number and the words ‘DO NOT OPEN BEFORE’ (due date & time) as mentioned in the Clause 14 of Section 4 Part A of tender document.

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

SECTION – 3

SCOPE OF WORK AND JURISDICTION OF CONTRACT

1. SCOPE OF WORK: Attending Primary Cable faults/Maintenance/ Pillar Rehabilitation including cable laying and other associated works for External Plants in DGM NW O (Central) Area comprising of Anna Road & Haddows Road exchanges of Chennai Telephones. BSNL reserves right to offer either all the works or only a few items depending upon the circumstances.

- Primary Cable Fault tracing work, cable maintenance including attending primary cable faults/joints
- Excavation of trench upto a depth such that the top of the cable is one metre below the normal ground level according to the construction specification and back filling.
- Straight/Branch joints of cables including of testing of cable pairs MDF to Pillar /joint closing/pit closing
- Pilot trenching to identify existing faulty UG cable
- Trenching for exposing the faulty UG cable.
- Laying and pulling of cables in trenches or through pipes through trenches
- Drawing of cables of various sizes
- Pillar plinth construction and erection of pillars
- Painting and sign writing of various sizes of pillars

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-Central) area, Chennai Telephones, comprising areas of Anna Road & Haddows Road Division. If any additional telephone exchange is planned, the same shall be included in the Chennai Telephones Central area in the vicinity of concerned exchange keeping in view the logistics of carrying out the work.

SECTION –4

Part-A

General Instructions to Bidders (GIB)

1. DEFINITIONS

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

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

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

- d) Pr. General Manager/General Manager mean all Area Pr.GM/GMs of Chennai Telephones and their successors.
- e) Additional General Manager/Deputy General Manager means all Addl.GMs/DGMs of Chennai Telephones District and their successors.
- f) Assistant General Manager/Divisional Engineer means all AGM/DEs External/Construction of Chennai Telephones District in-charge of laying, rehabilitation and maintenance of cable works and their successors.
- g) Jurisdiction means present Telecom Network serving area by Chennai Telephones and expansions of Telecom Network in future.
- h) Site Engineer: Site Engineer shall mean SDE/JTO of BSNL who may be placed by the AGM/Divisional Engineer as in-charge of the work at site at any particular period of time.
- i) A/T Unit: A/T Unit shall mean Acceptance and Testing unit of BSNL.
- j) A/T Officer : An officer authorized by BSNL to conduct A/T.

- k) **Contract** : The term contract means, the documents forming the tender and acceptance thereof and the formal agreement executed between the competent authority on behalf of PGM(C)Sr.GM (C)/GM(C), BSNL-CHENNAI TELEPHONES and the contractor, together with the documents referred to therein including these conditions, the specifications, designs, drawings and instructions issued from time to time, by the engineer in-charge and all these documents taken together shall be deemed to form one contract and shall be complementary to one another.

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

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

2. ELIGIBILITY OF BIDDERS

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

3. COST OF BIDDING

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

4. DOCUMENTS REQUIRED

4.1 Bidding procedures and contract terms and conditions are prescribed in the Bid Documents. The contents of the Bid documents are specified in the covering letter.

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

5. CLARIFICATION OF BID DOCUMENTS

5.1 A prospective bidder, requiring any clarification on the Bid Documents shall submit his queries through e-Tender Portal and also notify the purchaser in writing or by FAX to the Purchaser's mailing address indicated in the invitation of Bid. The Purchaser shall respond in writing to any request for the clarification of the Bid Documents, which it receives 15 days prior to the date of opening of the Tenders. Copies of the query (without identifying the source) and clarifications by the Purchaser shall be uploaded as clarification to the concerned tenderer on <https://www.tenderwizard.com/BSNL>, as addenda, for all the prospective bidders who have downloaded the official copy of tender documents from <https://www.tenderwizard.com/BSNL> portal.

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

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

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

6. AMENDMENT OF BID DOCUMENTS

6.1 The Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify bid documents by amendments prior to the date of submission of Bids with due notification to the prospective bidders. Amendments, if any, to the tender document will be notified in the <https://www.tenderwizard.com/BSNL> website. It is the responsibility of the vendors who download the tender document to note these amendments and submit tenders accordingly.

6.2 The amendments shall be notified in writing through E-tender portal to all prospective bidders to the address intimated at the time of purchase of the bid document from the purchaser and these amendments will be binding on them.

In order to afford prospective bidders a reasonable time (min 7 days) to take the amendment into account in preparing their bids, the purchaser may, at its discretion, extend the deadline for the submission of bids suitably.

- 6.3 Bidders to note that scanned copy of all the relevant documents as listed below are required to be uploaded on the <https://www.tenderwizard.com/BSNL> Portal and offline documents attested/authorized are to be submitted to DGM (NWO-Central),BSNL Chennai Telephones, No.10 , Dams Road, Chennai-600 002 offline in a sealed cover.**

7. DOCUMENTS COMPRISING THE BID

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

- (a) Documentary evidence establishing that the bidder is eligible to bid and is qualified to perform the contract if its bid is accepted in accordance with the Clause 2 & 10.
- (b) Bid Security furnished in accordance with Clause 11.
- (c) A Bid form and price schedule completed in accordance with clause 9 of this Section.

8. BID FORM

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

9. BID PRICES

- 9.1 The offer shall be firm in Indian Rupees.
- 9.2 Prices must be quoted by the Bidder as percentage **above / at par** the schedule of Rates given in schedule of Rates (Financial Bid). Prices quoted at any other place shall not be considered.
- 9.3 The price quoted by the Bidder shall remain fixed during the entire period of contract and shall not be subjected to variation on any account. A Bid submitted with an adjustable Price Quotation will be treated as non-responsive and rejected.

10. DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS

On-line Submissions (Technical Bid envelope and Financial Bid/Price Bid envelope) :
The entire bid-submission would be online on the portal of M/s ITI Limited
<https://www.tenderwizard.com/BSNL>. Broad outline of submissions are as follows:

A. Technical Bid envelope

(i) Submission of Mandatory documents:

- (a) Digitally signed copy of Tender Document (84 pages), Corrigendum and Addendums.
- (b) Scanned copy of DD/Banker's Cheque -Bid Security.
- (c) Scanned copy of DD/ Banker's Cheque –Tender document fee.
- (d) Document proof of having ONE year of experience in OFC/Copper Cable laying/jointing/maintenance works such as U/G, Aerial, HDD, Open trench OFC/Copper, In-building wiring. (Proof of experience in the form of relevant "Work order" is to be attached).

(ii) Submission of Eligibility documents:

- (a) Proof for payment of Tender Processing Fee of M/s ITI Limited as per Para 7(ii) of “E-TENDERING INSTRUCTIONS TO BIDDERS” .
- (b) Scanned copy of the Registration in the case of proprietorship concern, Scanned copy of certificate of incorporation, Articles of Association and Memorandum of Association in the case of Company. Authenticated copy of Partnership Deed in case of Partnership Firm.
- (c) Duly filled in Bid form, as per Section 9 Part A.
- (d) Duly signed “Declaration under the digital signature that no additions / deletions / corrections have been made in the downloaded e-tender document being submitted and it is identical to the e-tender document appearing on e-tender Portal”.
- (e) Duly filled in Tenderer’s profile, as per Section 8 of the Tender Document.
- (f) Scanned copy of Original “Power of Attorney” in case a person other than the Tenderer has signed the Tender Document.
- (g) Duly filled in “No near relative certificate “ as per Clause 31.1.
- (h) Duly filled in – “Declaration regarding not blacklisting/not debarring from taking part in Govt. Tender by any BSNL unit”.
- (i) Scanned copy of GST registration certificate
- (j) Scanned copy EPF Registration Certificate.
- (k) Scanned copy ESI Registration Certificate.
- (l) Scanned copy Labour license/ Undertaking should be given that Labour license will be submitted before the claim of first bill.
- (m) Scanned copy of last two years Income Tax return and copy of Pan Card.
- (n) The bidder shall furnish audited Annual Report and /or a certificate from its bankers to assess its solvency/financial capability.

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

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

Offline Submissions (physical document submission) :

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

- (i) EMD/Bid Security,
- (ii) Tender Document Fee,
- (iii) Power of Attorney in accordance with Clause No. 13.3 of Section 4 Part A for authorization for executing the power of attorney, if required.
- (iv) Duly signed “Declaration under his digital signature that no addition / deletion/corrections have been made in the downloaded e-tender document being submitted and it is identical to the e-tender document appearing on e-tender Portal” in separate cover to DGM(NWO) (Central) at O/o DGM (NWO)Central, BSNL, Chennai Telephones, No.10, Dams Road, Chennai-600 002, on or before the date & time of submission of bids specified in covering letter, in a Sealed Envelope. The envelope shall bear (Name of the Work), the tender number and the words ‘DO NOT OPEN BEFORE’ (due date & time) as mentioned in the Clause 14 of Section 4 Part A of tender document.

11. BID SECURITY / EMD

- 11.1 The Bidder shall furnish, as part of his bid, a bid security (EMD) for an amount of Rs 80,000/-, (Rs.Eighty thousand only). No Interest, shall be paid by BSNL on the Bid security for any period, whatsoever.

- 11.2 The bid security is required to protect the purchaser against the risk of bidder's conduct, which would warrant the forfeiture of bid security pursuant to clause 11.5.
- 11.3 A bid not secured in accordance with clause 12.1 & 12.2 shall be rejected by the Purchaser being non-responsive at the bid opening stage and archived unopened on e-tender portal for e-tenders.
- 11.4 The bid security of the unsuccessful bidder will be discharged/ returned as promptly as possible and within 30 days of finalization of the tender or expiry of the period of the bid validity period prescribed by the purchaser pursuant to Clause 12.
- 11.5 The bid security may be forfeited:
- a) If the bidder withdraws or amends its bid or impairs or derogates from the bid in any respect during the period of bid validity specified by the bidder in the bid form or extended subsequently; or
 - b) If the bidder does not accept the APO/ AWO and/ or does not submit PBG
 - c) In case of a successful bidder, if the bidder fails
 - (i) to sign the contract/ agreement in accordance with Clause 28.
 - (ii) Deleted
- Note:** - The bidder shall mean individual company/ firm or the front bidder and its technology/ consortium partner, as applicable.

12. PERIOD OF VALIDITY OF BIDS

- 12.1 Bid shall remain valid for period specified in clause 2 of Tender Information. A bid valid for a shorter period shall be rejected by the purchaser being non-responsive.
- 12.2 In exceptional circumstances, the purchaser may request the consent of the bidder for an extension to the period of bid validity. The request and the response thereto shall be made in writing. The bid security provided under Clause 11 shall also be suitably extended. The bidder may refuse the request without forfeiting its bid security. A bidder accepting the request and granting extension will not be permitted to modify its bid.

13. FORMAT AND SIGNING OF BID

- 13.1 The bidder shall submit his bid, online, complying all eligibility conditions, other terms and conditions of tender document to be read along with the clarifications and amendments issued in this respect. All the documents must be authenticated, using Digital Signature by the authorized person. The letter of authorization shall be indicated by written power-of-attorney accompanying the bid.
- 13.2 The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the bidder in which case such corrections shall be signed by the person or persons signing the bid. All pages of the original bid, except for un-amended printed literatures, shall be digitally signed by the person or persons signing the bid.
- 13.3 **Power of Attorney**
- (a) The power of Attorney should be submitted and executed on the non-judicial stamp paper of appropriate value as prevailing in the concerned states(s) and the same be attested by a Notary public or registered before Sub-registrar of the state(s) concerned.

- (b) The power of Attorney be executed by a person who has been authorized by the Board of Directors of the bidder in this regard, on behalf of the Company/ institution/ Body corporate.
- (c) In case of the bidder being a firm, the said Power of Attorney should be executed by all the partner(s) in favour of the said Attorney.
- (d) Attestation of the specimen signatures of authorized signatory by the Company's/ firm's bankers shall be furnished. Name, designation, Phone number, mobile number, email address and postal address of the authorized signatory shall be provided.

14. SEALING AND MARKING OF BIDS

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

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

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

The First envelope will be named as **Techno-commercial bid**. This envelope will contain documents of bidder's satisfying the eligibility / Technical & commercial conditions as per clause 2 & 10 with Bid Security as per Clause 11. Second envelope will be named as **Financial bid** containing Price Schedule as per Section 9 Part B.

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

Offline : Offline documents may be submitted in a single main envelope under the personal seal of the bidder.

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

**DGM (NWO-Central)
BSNL, Chennai Telephones,
No.10,Dams Road,
Chennai 600002
Telephone No. 044-28591206/28591227
Fax No 28591214.**

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

Venue of Tender Opening: Tender will be opened in the **Chamber of DGM(NWO) (Central), BSNL ,Chennai Telephones, No.10, Dams Road, Chennai-600 002 at 11.30 hours on 17-11-2020**. If due to administrative reasons the venue of the bid opening is changed, it will be displayed prominently on notice board.

14.3 If the envelope is not sealed and marked as required at para 14.1 and 14.2, the bid shall be rejected.

15. SUBMISSION OF BIDS

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

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

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

16. LATE BIDS

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

17. MODIFICATION AND WITHDRAWAL OF BIDS

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

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

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

18. OPENING OF BIDS BY PURCHASER

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

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

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

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

19. CLARIFICATION OF BIDS

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

- 19.2 If any of the documents, required to be submitted along with the technical bid is found wanting, the offer is liable to be rejected at that stage. However the purchaser at its discretion may call for any clarification regarding the bid document within a stipulated time period. In case of non-compliance to such queries, the bid will be out rightly rejected without entertaining further correspondence in this regard.

20. PRELIMINARY EVALUATION

- 20.1 Purchaser shall evaluate the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the bids are generally in order.
- 20.2 If there is a discrepancy between words and figures, the amount in words shall prevail. If the supplier does not accept the correction of the errors, the bid shall be rejected.
- 20.3 Prior to the detailed evaluation pursuant to clause 21, the Purchaser will determine the substantial responsiveness of each bid to the Bid Document.
- For purposes of these clauses, a substantially responsive bid is one which confirms to all the terms and conditions of the Bid Documents without material deviations. The purchaser's determination of bid's responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence.
- 20.4 A bid, determined as substantially non-responsive will be rejected by the purchaser and shall not subsequent to the bid opening be made responsive by the bidder by correction of the non-conformity.
- 20.5 The Purchaser may waive any minor infirmity or non-conformity or irregularity in a bid which doesn't constitute a material deviation, provided such waiver doesn't prejudice or affect the relative ranking of any bidder.

21. EVALUATION AND COMPARISON OF SUBSTANTIALLY RESPONSIVE BIDS

- 21.1 The Purchaser shall evaluate in detail and compare the bids previously determined to be substantially responsive pursuant to clause 20.
- 21.2 BSNL-CHENNAI TELEPHONES shall evaluate in detail and compare the Bids previously determined to be substantially responsive pursuant to Clause-20. The Tender will be evaluated with reference to of all items given in the Financial Bid.
- 21.3 The evaluation and comparison of responsive Bids shall be on the percentage deviation (above/at par) offered and indicated in Schedule of Rates of the Bid Documents.

22. CONTACTING THE PURCHASER

- 22.1 Subject to Clause 19, no bidder shall try to influence the Purchaser on any matter relating to its bid, from the time of the bid opening till the time the contract is awarded.
- 22.2 Any effort by a bidder to modify its bid or influence the purchaser in the purchaser's bid evaluation, bid comparison or contract award decision shall result in the rejection of the bid.

23. PLACEMENT OF ORDER (AWARD OF CONTRACT)

- 23.1 BSNL-CHENNAI TELEPHONES** shall consider award of contract only to those eligible Bidders whose offers have been found technically, commercially and financially acceptable.
- 23.2** The work against the Tender is for one year's requirement and Terms and Conditions of this Tender shall be operative for a period of one year from the date of signing of agreement between BSNL and the contractor, extendable to further **Six months** on same terms & conditions but subject to observation of limit in Clause 24. While extending the tender period, Security Deposit in the form of Performance Guarantee is to be furnished by the contractor to commensurate with the period and value of the extension.

24. PURCHASER'S RIGHT TO VARY QUANTITIES

- (a) BSNL reserves the right to increase or decrease up to 25 % of the quantity of services specified in the schedule of requirements without any change in the unit price or other terms and conditions at the time of award of contract.
- (b) BSNL also reserves the right for placement of additional order or up to 50% of the additional quantities of services contained in this running tender/contract within a period of twelve months from the date of acceptance of Letter of Intent in the tender 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.
- (c) In exceptional situation where the requirement is of an emergent nature and it is necessary to ensure continued supplies from the existing vendors, the purchaser reserves the right to place repeat order up to 100% of the quantities of goods and services contained in the running tender/contract within a period of twelve months from the date of acceptance of Letter of Intent in the tender 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 quantum of work calculated on the basis of total quantum of work i.e. initial and proposed add on quantity.

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

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

26. ISSUE OF LETTER OF INTENT

- 26.1** The issue of letter of intent shall constitute the intention of BSNL to enter in to the contract with the Bidder. Letter of Intent will be issued as offer to the successful Bidder.
- 26.2** The Bidder shall within 14 days of issue of letter of intent, give his acceptance along with performance bank guarantee, provided with the Bid Documents.

27.SIGNING OF AGREEMENT

- 27.1 The signing of Agreement shall constitute the award of contract on the Bidder. The Agreement with the successful Bidder shall be signed by **BSNL-CHENNAI TELEPHONES** within a week of submission of performance bank guarantee as per Clause-26.2 above.
- 27.2 As soon as the Tender is approved by the Competent Authority, the Bid Security deposited by the successful Bidder shall be compulsorily converted in to the Performance Security Deposit, which will be held by **BSNL-CHENNAI TELEPHONES** till the completion of warranty period.

28.ANNULMENT OF AWARD

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

29.REJECTION OF BIDS

- 29.1 While all the conditions specified in the Bid documents are critical and are to be complied, special attention of bidder is invited to the following clauses of the bid documents. Non-compliance of any one of these shall result in outright rejection of the bid.
- a) Clauses 12.1, 12.2 & 13.1 of Section- 4 Part A: The bids will be rejected at opening stage if Bid security is not submitted as per Clauses 12.1 & 12.2 and bid validity is less than the period prescribed in Clause 13.1 mentioned above.
 - b) Clause 2 & 10 of Section-4 Part A: If the eligibility condition as per clause 2 of Section 4 Part A is not met and/ or documents prescribed to establish the eligibility as per Clause 10 of section 4 Part A are not enclosed, the bids will be rejected without further evaluation.
 - c) Clause 11.2 (c) of Section-4 Part A: If tender terms and conditions compliance as well as deviation statements as prescribed are not given, i.e. digitally signing, the bid will be rejected at the stage of primary evaluation.
 - d) While giving compliance to Section-5 Part A, General Commercial conditions, Section-4 Part B, Special Instructions to Bidders, and Section-5B Special (Commercial) Conditions of Contract ambiguous words like "Noted", "Understood", "Noted & Understood" shall not be accepted as complied. Mere "Complied" will also be not sufficient, reference to the enclosed documents showing compliances must be given.
 - e) Section-9 Price Schedule: Prices are not filled in as prescribed in price schedule.
- 29.2 Before outright rejection of the Bid by Bid-opening team for non-compliance of any of the provisions mentioned in clause 29.1(a), 29.1(b) of Section-4 PartA, the bidder company is given opportunity to explain their position, however if the person representing the company is not satisfied with the decision of the Bid opening team, he/they can submit the representation to the Bid opening team immediately but in no case after closing of the tender process with full justification quoting specifically the violation of tender condition if any.

- 29.3 Bid opening team will not return the bids submitted by the bidders on the date of tender opening even if it is liable for rejection and will preserve the bids in sealed cover as submitted by taking the signatures of some of the desirous representatives of the participating bidder/companies present on the occasion.
- 29.4 The in-charge of Bid opening team will mention the number of bids with the name of the company found unsuitable for further processing on the date of tender opening and number of representations received in Bid opening Minutes and if Bid opening team is satisfied with the argument of the bidder/company mentioned in their representation and feel that there is prima-facie fact for consideration, the in-charge of the bid opening team will submit the case for review to Officer competent to approve the tender as early as possible preferably on next working day and decision to this effect should be communicated to the bidder company within a week positively. Bids found liable for rejection and kept preserved on the date of tender opening will be returned to the bidders after issue of P.O. against the instant tender.
- 29.5 If the reviewing officer finds it fit to open the bid of the petitioner, this should be done by giving three (working) days notice to all the participating bidders to give opportunity to participants desirous to be present on the occasion.
- 30 The authenticity of all the documents enclosed with the tender bid of the responsive/approved bidders can be verified by the BSNL at any time from the date of opening of the Technical Bid and till the completion of work. At any stage, if the document on verification is found to be forged, the bid will be cancelled/terminated at bidder`s risk and cost and the EMD/Security deposited by the bidder will be forfeited. All the documents submitted should be valid on the date of submission of bid.**

31. NEAR-RELATIONSHIP CERTIFICATE

- 31.1 The bidder should give a certificate that none of his/ her near relative, as defined below, is working in the units where he is going to apply for the tender. In case of proprietorship firm certificate will be given by the proprietor. For partnership firm certificate will be given by all the partners and in case of limited company by all the Directors of the company excluding Government of India/ Financial institution nominees and independent non-Official part time Directors appointed by Govt. of India or the Governor of the state and full time Directors of PSUs both state and central. Due to any breach of these conditions by the company or firm or any other person the tender will be cancelled and Bid Security will be forfeited at any stage whenever it is noticed and BSNL will not pay any damage to the company or firm or the concerned person.
- 31.2 The Company or firm or the person will also be debarred for further participation in the concerned unit.
- 31.3 The near relatives for this purpose are defined as:-
- (a) Members of a Hindu undivided family.
 - (b) They are husband and wife.

- (c) The one is related to the other in the manner as father, mother, son (s). & Son's wife (daughter in law), Daughter(s) and daughter's husband (son in law), brother(s) and brother's wife, sister(s) and sister's husband (brother in law).

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

31.5 VERIFICATION OF DOCUMENTS AND CERTIFICATES

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

If any document/ paper/ certificate submitted by the participant bidder is found / discovered to be false / fabricated / tempered / manipulated either during bid evaluation or during award of contract or thereafter, then the Purchaser will take action as per Clause-30.

SECTION-4 Part B
SPECIAL INSTRUCTIONS TO BIDDERS (SIB)

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

1. Eligibility Conditions

- 1.1 The eligible bidder(s) should be a registered Indian company/firm with registered office/branch at Chennai.
- 1.2 The bidder should possess One year of experience in OFC / Copper Cable Laying / jointing/ Maintenance works such as U/G, Aerial, HDD, Open trenching, In-building wiring. Proof in the form of relevant "Work order", signed by an authorized signatory shall be attached.
- 1.3 The bidder should have sound financial background and workforce. Proof of turnover of 2 previous years shall be attached.
- 1.4 The company should possess valid GST registration and should have valid PAN No.
- 1.5 The Bidder should not have been black-listed by Central/ State Governments/ PSUs. A self-declaration may be submitted along with the bid document.
- 1.6 The bidders shall submit necessary documentary proof (self-attested) showing that they meet the eligibility criteria along with their bid.

2. Bid Security

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

3. AWARD OF CONTRACT ON COUNTER OFFER :

- 3.A.1 BSNL is not bound to award contract at the lowest quoted rate received in the BID offer and reserves the right to decide on fair and reasonable rate of the work tendered and counter offer the same to the eligible bidders. In such a case, the final negotiated and approved L1 rate as declared by BSNL shall be the rate at which contract will be awarded on such of the tenderers who accept the final approved L1 rate. **However, maximum of 4 tenderers/bidders shall be considered for award of contract/work.**
- 3.A.2 All other terms and conditions of the tender shall remain operative even if a counter offer rate is offered to the bidder.
- 3.A.3 In case of counter offer BSNL shall be entitled to distribute the quantum of work to the eligible bidders in the following ratio.

TABLE 1(A) (Without provisions for MSE Units)

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

TABLE 1(B) (With provisions for MSE Units)

No. of Bidders to be approved (Col 1)	Quantity allotted to the respective bidder (Col 2)				Qty earmarked for MSE bidder(s) (Col 3)
	L1	L2	L3	L4	
1	80%	-	-	-	20%
2	48%	32%	-	-	20%
3	40%	24%	16%	-	20%
4	32%	24%	16%	8%	20%

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

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

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

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

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

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

Section- 4 Part C
e-TENDERING INSTRUCTIONS TO BIDDERS

I. GENERAL

Submission of Online Bids is mandatory for this tender. e-Tendering is a new methodology for conducting Public Procurement in a transparent and secured manner. Suppliers/Vendors will be the biggest beneficiaries of this new system of procurement. For conducting electronic e-Tendering, BSNL, CHTD Central Business Area (CBA), has decided to use the portal (<https://www.tenderwizard.com/BSNL>) of M/s ITI a Government of India Undertaking. Benefits to suppliers/service providers are outlined on the Homepage of the portal. Those suppliers/service providers not registered on the website mentioned above, are required to get registered beforehand. The intending bidder must read the terms and conditions of this tender carefully. He should only submit his bid if he considers himself eligible and he is in possession of all the documents required. The department reserves the right to reject any prospective application without assigning any reason and to restrict the list of qualified contractors to any number deemed suitable by it, if too many bids are received satisfying the laid down criteria.

II. INSTRUCTIONS

1. Information and instructions for bidders posted on website www.tenderwizard.com/BSNL shall form part of bid document. If not registered, the intending tenderers should get themselves registered with M/s ITI Limited, as per instructions on their web site, by paying applicable fee as per Govt. of India ruling.

2. Online Bidding Methodology:

Sealed Bid System – Single Stage Bidding-Two Stage Opening
Financial bids & Technical bids shall be submitted by the bidder at the same time.
E-Reverse Auction/negotiation (if required by BSNL CHENNAI TELEPHONES CBA) after opening of Financial bids.

3. Broad outline of activities from prospective Bidders:

- (i) Procure a Digital Signing Certificate (Class III) (DSC).
- (ii) Register on Electronic E-Tendering (<https://www.tenderwizard.com/BSNL>).
- (iii) Create Users and assign roles on <https://www.tenderwizard.com/BSNL>.
- (iv) View Notice Inviting E-Tender (NIT) on <https://www.tenderwizard.com/BSNL>.
- (v) Download Official Copy of E-Tender Documents from <https://www.tenderwizard.com/BSNL>.
- (vi) Clarification to E-Tender Documents on <https://www.tenderwizard.com/BSNL> – Query to BSNL (Optional) – View response to queries posted by BSNL, through addenda.
- (vii) Bid-Submission on <https://www.tenderwizard.com/BSNL> : Prepare & arrange all document/paper for submission of bid online and offline.
- (viii) Attend Public Online E-Tender Opening Event (TOE) on <https://www.tenderwizard.com/BSNL> – Opening of Technical Part.
- (ix) Post-TOE Clarification on <https://www.tenderwizard.com/BSNL> (Optional) – Respond to BSNL's Post-TOE queries.

- (x) Attend Public Online E-Tender Opening Event (TOE) on <https://www.tenderwizard.com/BSNL> – Opening of Financial Part (only for Technically Responsive Bidders).
- (xi) Participate in e-Reverse Auction on the portal, if required by BSNL.

4. Bidders must ensure to quote rate of each item. Therefore, if any cell is left blank and no rate is quoted by the bidder, rate of such item shall be treated as "0" (ZERO). Conditional tender shall be rejected.

5. For participating in this E-Tender online, the following instructions are to be read carefully. These instructions are supplemented with more detailed guidelines on the relevant screens of the <https://www.tenderwizard.com/BSNL>.

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

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

6. Digital Certificates:

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

7. REGISTRATION:

- (i) The E-Tender document can be downloaded from the website: www.tenderwizard.com/BSNL and to be submitted in the e-format. Cost of the E-Tender Document (in the form of DD) and Bid Security (in the form of DD – in original) have to be submitted to concern SSA as per address given in Bid document before the scheduled date and time of submission of the E-Tender otherwise the Bid will not be considered.
- (ii) Amendments, if any, to the E-Tender documents will be notified in the above website as and when such amendments are notified. It is the responsibility of the bidders who have downloaded the E-Tender document from the website to keep themselves abreast of such amendments before submitting the E-Tender document. Intending bidders are requested to register themselves with M/s ITI through www.tenderwizard.com/BSNL for obtaining user-id, Digital Signature etc. by paying Vendor registration fee and processing fee for participating in the above mentioned E-Tender. The Principal General Manager (Central) BSNL CHTD, has decided to use process of e-Tendering for inviting this E-Tender and thus the physical copy of the E-Tender would not be sold.

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

8. **Special Note on Security of Bids**

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

- (i) As part of the Electronic Encrypted™ functionality, the contents of bid are securely encrypted using Public-Key of the specified officer of a Buyer organization. Bid-encryption in <https://www.tenderwizard.com/BSNL> is such that the Bids cannot be decrypted before the Public Online Tender Opening Event (TOE), even if there is connivance between the concerned tender-opening officers of the Buyer organization and the personnel of e-tendering service provider.
- (ii) There is an additional protection with SSL Encryption during transit from the client-end computer of a Supplier organization to the e-tendering server/ portal

9 **Public Online Tender Opening Event (TOE)**

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

10 **Important Note:**

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

11 **Other Instructions**

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

12 **The following ‘FOUR KEY INSTRUCTIONS for BIDDERS’ must be assiduously adhered to:**

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

13 **Minimum Requirements at Bidders end**

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

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

M/s ITI Limited

Helpdesk

Telephone/ Mobile No. 9962676264, 8098469169, 9894191904

E-mail ID twhelpdesk699@gmail.com ,&twhelpdesk811@gmail.com

15 BSNL Contact:

BSNL Contact-1

DGM (NW-O) Central

Telephone: 044-28591206 (from 10 hrs to 1730 hrs on working days)

BSNL Contact-2

AGM (HQ) Central

Telephone: 044-28591227 (from 10 hrs to 1730 hrs on working days)

E.Mail : sdeadmncentral@gmail.com

SECTION – 5
Part A

GENERAL (COMMERCIAL) CONDITIONS OF THE CONTRACT (GCC)

1 APPLICATION

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

2 STANDARDS

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

3 PRICES

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

4 SUB CONTRACTS

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

5 SECURITY

(i) SECURITY DEPOSIT (PERFORMANCE SECURITY)

- a. The successful tenderer shall have to pay a Security Deposit equal to 10% of the total amount of work allotted to him as the Security Deposit within 14 days of issue of letter of intent. The EMD deposited by the successful bidders shall stand converted as a part of Security deposit. The balance amount of Security Deposit after adjusting EMD can be paid in the form of Bank Guarantee (which shall be valid till the completion of contract period one year and six months) from a scheduled bank as per the specimen in Section 7 within 14 days upon intimation. The balance amount of Security deposit after adjusting EMD can also be submitted in the form of crossed demand draft drawn in favour of BSNL-CHENNAI TELEPHONES issued by a schedule bank and payable at Chennai.
- b. The proceeds of the performance security shall be payable to BSNL as compensation for any loss resulting from the contractor's failure to complete its obligations under the contract.
- c. The performance security deposit shall be refunded after expiry of contract period as noted above provided there are no recoveries to be made arising out of poor quality of work, incomplete work and/or violation of any terms and conditions of the contract as stipulated in the bid document after obtaining "No Dues Certificate" from the "Engineer-in-Charge".
- d. No interest will be paid to the contractor on the security deposit.

6 ISSUE OF WORK ORDERS AND TIME LIMIT

Separate work orders will be issued for maintenance, Tracing of Cable Fault and attending cable fault works. The work order shall be issued so as to include all terms of works of Cable Maintenance including attending Cable Faults of External Plant and associated works on “turnkey” 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 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. If there is a trench common to number of cable works, which are to be given in different work orders, the common trench may be given in one work order and in other work orders only for laying of cables in that common trench and other works shall be mentioned. The work shall be taken up in such a way that pillar-wise/building wise rehabilitation takes place in a shortest possible time.

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

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

1. a) The contractor should respond to the calls immediately for attending to cable fault work & maintenance and commence the work within 24 hours. The nature of work covered by this tender includes excavating and reinstating pits on various kinds of Soils and surfaces covering all types of cables. No tools will be supplied by the BSNL for excavation of pits and reinstatement.
- b) Necessary arrangement for watchman and security should be arranged by the tenderer whenever required. Necessary arrangement for watch and ward should be provided in case faults are carried over.
- c) After Completion of works the contractor will submit the bills in triplicate with advance stamped receipt to the Unit Officer for processing for payment. Necessary deduction of Income Tax, Surcharge, and any other tax levied by the State/Central Government as amended from time to time will be made in the bill.
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 appropriate insurance scheme. In case any workman supplied by the tenderer suffers injury/damage or meets with an accident during the discharge of duty the entire cost of compensation should be borne by the tenderer and BSNL Chennai Telephones will stand indemnified against any claims/damage/Compensation. The sole

responsibility for any legal or financial implication against such claims would vest with the tenderer only. BSNL shall have no liability whatsoever.

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

- (a) The near relatives of BSNL employees either directly recruited or on deputation are prohibited from participation in this tender. (Certificate to be given. Ref. Section –6 'B')
- (b) The contractor shall not engage any person below 18 years of age.
- (c) For any violation of Labour Laws.

If due to any reason partial work order is to be issued then the same shall be issued with the approval of an officer not below the rank of Area Addl.GM/DGM.

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

BSNL reserves the right to cancel or modify the scope of work stipulated to be carried out against the work order in the event of change of plan necessitated on account of technical reasons or in the opinion of work order issuing authority or Area PGM/Sr.GM/GM/Addl.GM/DGM, that the contractor is not executing the work at the required place.

7 deleted

MEASUREMENT, INSPECTION, TESTING AND ACCEPTANCE TESTING

8.1 Measurement

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

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

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

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

- **Measurement of depth of Trenches**

The Cable routes of one Work Order shall be divided into a number of segments each of maximum 100 metres length bounded by identifiable landmarks at both the ends of the segments. If landmarks are not available, length of segment may be maintained at 100 mts. One segment shall cover only one type of trench. The measurement of depth shall be recorded at each Point of Measurement (POM) in the measurement book in metres up to two decimal points. For example, 97 cms. Depth shall be recorded as 0.97 m. The points of measurements shall be at a distance of 10 metres starting from 0 (zero) Metre. For example, if the length of segment is 75 metres, the POMs shall be at 0M, 10M, 20M, 30 M, 40 M, 50 M, 60 M, 70 M.

The Last POM shall be at 75th M to be recorded against Residual POM. For each segment average depth shall be worked out by dividing the total depth by number of POMs. The measurements of depth shall be recorded in measurement book.

The efforts requested to excavate Trenches is not proportionate especially with reference to depth. Therefore, normally the workers tend to dig shallow trenches. As standard depth of the trench is important for future life and protection of cables, this tendency has to be discouraged. In order to encourage the Contractor to achieve best possible depth in the face of site constraints, the following scale of payment shall be applied for digging trenches of lesser depths, subject to condition that relaxation has been granted by the Competent Authority for lesser depths.

Depth between	Rate applicable as % of approved rates.
90 cms to 99 cms	Proportionate of approved rates
80 cms to 89 cms	75% of approved rates.
70 cms to 79 cms	65% of approved rates
60 cms to 69 cms	50% of approved rates
50 cms to 59 cms	40% of approved rates
40 cms to 49 cms	30% of approved rates
30 cms to 39 cms	20% of approved rates
20 cms to 29 cms	NIL
20 cms to 19 cms	NIL
Below 10 cms	NIL

- **Measurement of Lengths and profiles of Strata and Protection**

The measurements of length of trenches are on running metre basis for particular category of Surface Strata viz. Non-Surfaced Strata and Surfaced Strata irrespective of type of soil encountered while digging.

The length of Trenches dug in different strata in a segment shall be measured and recorded item code-wise in the measurement book. The segment length from POMs and total of item code-wise length should match.

The type protection provided (item code wise) in a segment shall be recorded in the measurement book in the sheet provided for this purpose.

- **Measurement of length of cable.** The length of cables laid in Trenches, through Pipes and through Ducts shall be measured by use of rodometer/measuring tape. The length should be cross verified with the marking of lengths on the cables. The lengths shall be recorded in sheet provided in the measurement book.
- **Measurement of other items.** The measurement/numerical details of other items shall be recorded in the sheets provided for respective items viz.
 - i) Straight/Branch joints of cables including of testing of cable pairs pillar to DP/joint closing/pit closing.
 - ii) Drawing of cables of various sizes.
 - iii) Termination of cables in the CT box.
 - iv) Pillar plinth construction and erection including fixing of CT box.
 - v) No. of night works performed indicating dates.

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

8.1.6 The AGM / DE 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 contract shall provide the necessary assistance of labour for re-opening of trench for test check by the AGM / DE. 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 cable laying work.

8.1.7 Deleted

8.2 Inspection, and quality control

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

8.2.2 The quality of external plant up gradation work depends upon the quality of individual items of work involved viz. Depth of Cables laid, care while paying & laying, protection, jointing of cables and termination of MDF and Pillars and at last but not the least on documentation of cable network. In order to ensure quality in external plant up gradation / rehabilitation work, each component of work needs attention. The works shall be carried out strictly in accordance with specifications laid down to achieve the requisite quality aim.

8.2.3 Deleted

8.2.4 Deleted

8.2.5 Deleted

8.2.6 Deleted

8.2.7 Deleted

8.2.8 Deleted.

8.2.9 Deleted

8.3 Deleted

8.3.1 Deleted

8.3.2 Deleted

8.3.3 Deleted

8.3.4 Deleted

9. Deleted

10.AUDIT AND TECHNICAL EXAMINATION

10.1 BSNL shall have the right to cause an Audit and Technical Examination of the work and the final bills of the Contractor including all supporting vouchers, abstract etc. to be made after payment of the final bill and if as a result of such Audit and Technical Examination any sum is found to have been overpaid in respect of any work done by the Contractor under the contract or any work claimed by him to have been done by him under the

contract and found not to have been executed, the Contractor shall be liable to refund the amount of over payment and it shall be lawful for BSNL to recover the same from him in the manner prescribed in clause with the heading payment of bills (same chapter), or in any other manner legally permissible and if it is found that the contractor was paid less than what was due to him under the contract in respect of any work executed by him under it, the amount of such under payment shall be duly paid by BSNL to the Contractor.

10.2 Provided that BSNL shall be entitled to recover any sum overpaid, nor the Contractor shall be entitled to payment of any sum paid short where such payment have been agreed upon between the AGM or his subordinate officer on one hand and the Contractor on the other under any term of the contract permitting payment for work after assessment by the Area GM / Area DGM or his Subordinate Officer.

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

11.BILL - PAYMENT TERMS:

11.1 Procedure for preparation, processing and payment of bills:

- (a) The contractor will submit one single consolidated bill per SDE Unit for all the fault restoration work undertaken by him in a month. Monthly bill should be submitted in the following month for the work carried out in the preceding month.
- (b) The Contractor shall prepare the bills in triplicate with correct schedule of rates, quantum of work, Goods and Services Tax as applicable along with the Goods and Services Tax registration number and submit the bills to SDE In-charge of work.
- (c) The bills must be as per measurements recorded in the measurement book (wherever applicable) and of all the items involved in the work along with documents including attested copies of GST,EPF& ESI remittance with due validity and submit them to the Sub Divisional Engineers, In-charge within one month from the date of completion of the work.
- (d) **While submitting the monthly/ bills to the Authority, the Contractor shall also render documentary evidence each month from Bank such as Transaction numbers of NEFT/RTGS/ECS etc., of receipt of Monthly payment of Minimum Wages to the deployed workforce .The agency shall furnish the names ,contact telephone numbers /mobile numbers and address of deployed work force .** The Contractor shall duly comply with all Acts, Laws including Minimum Wages Notification, Payment of Bonus Act 1965, Contract Labour (Regulation and Abolition) Act, 1970 or other statutory rules, regulations, bye-laws as applicable or which might be applicable from time to time
- (e) The SDE in-charge of work shall scrutinize the bill against the works entrusted and accord necessary certificates stating that work has been executed satisfactorily in accordance with specifications and terms and conditions of the contract. The SDE shall verify the quantities of items of work with reference to measurements recorded in the measurement book . The SDE in-charge of work shall submit the bills, along with other documents mentioned below, with the documents as mentioned hereunder to
the Assistant General Manager/Divisional Engineer, in-charge of work.
 - Measurement book, in original
 - The bill for all the quantities as per Measurements at the approved rates
 - Copy of the Work Order Issued.

- 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.
- 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 of measurement book (Not for payment)
- Adjustment of amount received against any bills
- Adjustment of performance security deposit and statutory taxes already recovered
- Details of recoveries/penalties for delays, damages to BSNL Properties / Third party properties as per provisions of the contract. In case no recovery is to be made, NIL report needs to be submitted.

11.2 Late Submission of Bills and Forfeiture of Bills Claim

- (a) In case of submission of bills beyond the **stipulated time of one month** by the contractor and if the reason for the delay is found to be satisfactory , PGM/GM NWO-(C) reserves to allow additional period of another two months. A penalty of minimum 2% of the value of work per month on total amount of bill shall be levied subject to maximum of 10% of monthly bill and shall be deducted on settlement.
- (b) **Bills submitted after 3 months, after work completion is liable for rejection and claim will be forfeited.**

11.3 Payments shall be made THROUGH ECS/NEFT/RTGS only, for which the Contractor shall be required to provide the mandate, bank details etc. to the paying authority.

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

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

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

11.7 Procedure of Payment for Sub-Standard works:

- (a) The Contractors are required to execute all works satisfactorily and in accordance with the specifications and as per Directions of Field Officer, If certain items of work are executed with unsound, imperfect or unskilled workmanship or with materials of any

inferior description or than any materials or articles provided by him for execution of work are unsound or of a quality inferior to that contracted for or otherwise not in accordance with the contract (referred to as substandard work hereinafter), the Assistant General Manager/Divisional Engineer in-charge shall make a demand in writing specifying the work, materials or articles about which there is a complaint.

- (b) During the progress of the work, the defects/deficiencies noticed shall be reported to Contractor by the JTO/SDE/DE/AGM and the same shall have to be rectified then and there to avoid substandard work. In case the rectification is not done by the Contractor, it shall be got rectified/replaced/removed by BSNL or through some other agency at the risk and cost of the Contractor. If substandard work is found out at a later date within the warranty period, the Contractor cannot be absolved of the responsibility for substandard work and associated liabilities as above.
- (c) There may be certain items of work pointed out as substandard which may be difficult to rectify and will not materially deteriorate the quality of service, a committee appointed by Competent Authority shall take into account the approximate cost of material/work pointed as substandard and recommend the rates payable for substandard work, which shall not exceed 60% of the approved rates of the item in question.
- (d) Record of substandard work: The items adjudged as substandard shall be entered into the measurement book with red ink.

12. Deleted

13. **PENALTY CLAUSE:**

13.1 **Delays in the contractor's performance:**

- 13.1.1 Deleted
- 13.1.2. Deleted
- 13.1.3. Deleted
- 13.1.4 Deleted
- 13.1.5 Deleted

13.2 **Penalty for causing inconvenience to the public:**

- 13.2.1 To ensure progress during the execution of work and to cause minimum inconvenience to the public, the contractor shall not dig a trench of more than 200 meters at a stretch in a route at a time. He shall cause to lay cable and close such trenches expeditiously. Under any circumstances a stretch of trench of maximum 200 meters shall not be kept open for more than 4 days in case of cable lying by digging paved surfaces. In the event of contractor failing to comply with, these conditions, a penalty of recovery up to Rs.300/- per day the trench is kept open beyond the time limit allowed may be imposed by BSNL. This penalty will be in addition to that payable for delay or slow work.
- 13.2.2. The contractor shall not be allowed to dump the empty cable drums/waste materials in BSNL/Govt./Public place, which may cause inconvenience to BSNL/Govt/Public. If the contractor does not dispose off the empty cable drums/waste materials within 3 days of becoming empty, the department is at liberty to dispose off the drum in any manner deemed fit and also recover the amount fixed in this contract for empty cable drums/waste materials from the bill/security deposit/along with the costs incurred by the department in disposing off such materials. BSNL may also levy a penalty up to Rs. One thousand for each such default.

13.2.3 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 Sr.GM/GM / ADDL.GM/DGM / AGM/DE / SDE shall be final and binding.

13.3 Penalty for cutting/damaging the old cable :

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

Sl. No.	Size of Cable to be replaced in pairs	Damage Charges as prescribed in BSNL CO Circular No. 110-7/2002-Regln. dated 6.10.2003 & 05.10.2004 (Fixed cost in Rs.) (a)	Cost of Additional copper cable for each slab of 10 meter. (Variable cost in Rs. Per slab of cable of length 10 metre) (b)
1	5	7500/-	4500/-
2	10	7500/-	5000/-
3	20	7500/-	5000/-
4	50	10000/-	5500/-
5	100	10000/-	6000/-
6	200	20000/-	7000/-
7	400	20000/-	11000/-
8	800	40000/-	13000/-
9	1200	75000/-	17000/-

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.

13.4 Penalty for damaging stores/materials supplied by BSNL while laying :

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 laying, the cost of number of pairs damaged (including laying charges, 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.

14. Rescission/Termination of Contract:

14.1 Circumstances for Rescission of Contract:

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

- a) If the Contractor commits breach of any item of terms and conditions of the Contract.
- b) If the Contractor suspends or abandons the execution of work and the Engineer in-charge of the work comes to conclusion that work could not be completed by due date for completion or the contractor had already failed to complete the work by that date.
- c) If the Contractor had been given by the Officer-in-charge of work a Notice in writing to rectify/replace any defective work and he/she fails to comply with the requirement within the specified period

Upon rescission of the contract, the Security Deposit of the Contractor shall be liable to be forfeited and shall be absolutely at the disposal of BSNL as under:

- 14.1.1** Measurement of works executed since the date of last measurement and upto the date of rescission of contract shall be taken in the presence of the Contractor or his Authorized Representative who shall sign the same in the MB. If the Contractor or his Authorized Representative do not turn up for joint measurement, the measurement shall be taken by the officer authorized for this purpose after expiry of due date given for joint measurement. The measurements taken by the officer so authorized shall be final and no further request for joint measurement shall be entertained.
- 14.2.2** The unused material (Supplied by BSNL) available at site, shall be transported back by BSNL to the Telecom Store at the risk and cost of the Contractor. If any such material is found damaged/lost then the penalty shall also be recovered from the Contractor as per conditions in Tender Documents, Bid.
- 14.2.3** 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 / Area DGM or his Subordinate Officer shall be final and binding. In all these cases, expenses which may be incurred in excess of the sum which would have been paid to the original Contractor if the whole work had been executed by him shall be borne and paid by the original Contractor and shall be deducted from any money due to him by BSNL under the contract or any other account whatsoever anywhere in BSNL or from a security deposit.
- 14.2.4** The certificate of the AGM / DE in-charge of work as to the value of work done shall be final and conclusive against the Contractor, provided always that action shall only be taken after giving notice in writing to the Contractor.

14.3 Termination for Insolvency:

- 14.3.1.** 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.

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

- 14.4.1** 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.

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

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

14.5 Issuance of Notice.

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

14.5.2 The Final Notice for Rescission of Contract to the Contractor shall expressly state the precise date and time from which the rescission would become effective. The following safe guards shall be taken while issuing the final notice.

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

15 INDEMNITIES:

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

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

16 FORCE MAJEURE

16.1 If any time, during the continuance of this contract, the performance in whole or in part by either party or any obligation under this contract shall be prevented or delayed by reason of any war, or hostility, acts of the public enemy, civil commotion sabotage, fires, floods, explosions, 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.

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

17 ARBITRATION:

a. ARBITRATION

17.1 Except as otherwise provided elsewhere in the contract, in the event of any disputes/controversy or differences arising out of or relating to this agreement or the breach, termination or invalidity thereof between the parties, such party or parties shall make a request to the other party or parties to amicably settle such differences or disputes and the parties shall thereupon make every effort to settle the same amicably.

17.2 Where the parties are unable to settle the disputes through conciliation, the same shall be referred to sole arbitration of the Principal General Manager (Central) / Chief General Manager, BSNL, Chennai Telephones for referral of such disputes to a sole arbitrator (chosen from the names(s) provided by BSNL), to be mutually decided by the parties, as per the provisions of the Arbitration and Conciliation Act, 1996, any amendment thereof and any notification issued or rules made thereunder from time to time. In case his designation is changed or his office is abolished then in such case to the sole arbitration of the officer for the time being entrusted whether in addition to the functions of the Principal General Manager (Central) / 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 PGM(Central)/CGM, BSNL, Chennai Telephones, or the said officer is unable or unwilling to act as such, then to the sole arbitration of some other person appointed by the PGM(Central)/CGM, BSNL, Chennai Telephones or the said officer. The

agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act, 1996.

17.3 The arbitrator may from time to time with the consent of both the parties enlarge the time frame for making and publishing the award. Subject to aforesaid arbitration and conciliation Act, 1996 and the rules made there under, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause.

17.4 The venue of the arbitration proceeding shall be the Office of Principal General Manager (Central) / Chief General Manager, BSNL, Chennai Telephones at Chennai or such other place as the arbitrator may decide

b. This contract is subject to the jurisdiction of courts at Chennai only.

18 SET OFF:

18.1 Any sum of money due and payable to the Contractor (including security deposit refundable to him) under this contract may be appropriated by BSNL or the Government or any other person or persons contracting through the Government of India and set off the same against any claim of BSNL or Government 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 Government or such other person or persons contracting through Government of India.

SECTION 5
PART B

SPECIAL (COMMERICAL) CONDITIONS OF CONTRACT (SCC)

1.0 GENERAL

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

BSNL. Should this sum be not sufficient to cover the full amount recoverable the Contractor shall pay to BSNL on demand the balance remaining due.

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

1.16 Interpretation of the Contract Document:

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

1.17 Notification:

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

1.18 Shut down on account of weather conditions:

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

2 STORES SUPPLIED BY BSNL:

2.1 Deleted.

2.2 Deleted.

2.3 Deleted.

2.4 Deleted.

2.5 Deleted.

2.6 Deleted.

3 EASEMENTS, PERMITS, LICENCES AND OTHER FACILITIES:

3.1 The Contractor shall obtain/provide at his own cost all easements, permits and license necessary to its work except for the following which shall be provided by the Representative of the BSNL-CHENNAI TELEPHONES:

(A) "Right of User" easements and permits.

(B) Railway and Highway crossing permits including bridge.

(C) Canal/Stream crossing permits.

3.2 The Contractor shall be fully responsible for handling and obtaining all necessary easements, Permits and Licenses, for moving all construction equipment, tools, supplied materials and men across Railways and Highways, across public or private road as well as premises of any public utility within the right of user and for bearing all costs that may be incurred in respect of the same.

3.3 The Contractor is to confine his operation to the provided construction "Right of User" unless it has made other arrangement with the particular property owners and/or tenants such other arrangements shall be entirely at the responsibility of the Contractor as to cost and arrangement as also breach and claim and shall be entitled with a copy to the AGM/DE.

3.4 The Contractor will not be entitled to extra compensation for hardship and increase in cost by the cable trench being routed adjacent to or across other pipeline, Highways, Railways, telephones or poser poles and wires or guy wires, embankments, cliffs, streams or other obstacles which may physically or otherwise in any manner, restrict or limit the use of the construction "Right of User". Some construction and such contingency shall be deemed to have been providing for in the rates.

3.5 At location where the U/G Cable Trench is routed across or along Railways or Roads the Contractor shall without extra cost provide and maintain such detours and road controls as are required by the Railways or Government or Local Agencies having jurisdiction.

3.6 Deleted.

4 QUALITY OF WORK:

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

materials and equipment which in his opinion do not produce work or performance meet the requirement of the contract documents.

5 TAXES AND DUTIES:

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

6 PROTECTION OF LIFE AND PROPERTY AND EXISTING FACILITIES:

- 6.1 The Contractor is fully responsible for taking all possible safety precaution during preparation for and actual performance of the works and for keeping the construction site in a reasonable safe condition. The contractor shall protect all life and property from damage or losses resulting from his construction operations and shall minimize the disturbance and inconvenience to the public.
- 6.2 If the excavation trench alters the contours of the ground around road and Highway Crossing in such locations dangerous to traffic, the Contractor shall at his own cost, take necessary precautions to protect public and shall comply with all the Department Regulations as to placing of Warning Boards (Minimum size 3' X 2'), Traffic Signals, Barricades, Flags etc., at such location. If the Contractor does not put the warning signal as per above directions, then a penalty of Rs.500/- per day shall be levied on the Contractor, till the directions, are complied by the Contractor. The Contractor shall take due precautions to avoid damages to other pipe lines, water mains, Sewers, Telephones, Telegraphs and Power Conduits, Laid Wires Poles and Guy Wires, Railways, Highways, Bridges or other underground or above ground structure and/or property crossing or adjacent to the cable trench being excavated.
- 6.3 Attention of the contractor is drawn to the rules regarding laying of cables at Road Crossing, along Railway Bridges, Highways safety precautions while working in Public Street. The contractor in writing shall obtain the detailed engineering instructions from the AGM/DE of the area.
- 6.4 The Contractor shall be solely responsible for location through approved non-destructive means and ensuring the safety of all existing underground pipeline, electrical cables, and or other structures.
- 6.5 The Contractor shall be solely liable for all expense for and in respect of repairs and / or damage occasioned by injury of or damage to such underground and above structures or other properties and undertake to indemnify BSNL from and against all actions, cause of actions, damages claims and demands whatsoever, either in law or in equity and all loses and damages and costs (inclusive between attorney and client), charges and expenses in connection therewith and / or incidental thereto. The Contractor shall take all responsibilities and risk in crossing other pipelines and cables and shall be responsible for protecting all such existing pipelines, poles, electric lines, sewers, cables or other facilities from damage by the Contractor's operation in connection with the work. The Contractor without cost of BSNL shall promptly repair any damage incurred.
- 6.6 The current Market Value of any commodities lost as a result of any damage to the aforesaid existing facilities shall be paid by the contractor together with such additional sums necessary to liquidate the personal of property damages, resulting there from.

7 LABOUR WELFARE MEASURES AND WORKMAN COMPENSATION:

7.1 Obtaining License before the first bill is claimed:

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

7.2 Contractors Labour Regulations:

7.2.1. Working Hours

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

7.2.2 Display of Notice Regarding Wages Etc.:

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

7.2.3 Payment of Wages:

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

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

7.2.3.5 Deleted .

7.2.3.6 Deleted .

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

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

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

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

7.2.3.11 Deleted.

7.2.3 Fines and Deductions which may be made from wages

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

(a) Fines

(b) Deductions for absence from duty i.e., from the place or the places where by the terms of his employment he is required to work. The amount of deduction shall be in proportion to the period for which he was absent.

(c) Deductions for damage to or loss of goods expressly entrusted to the employed person for custody, or for loss of money or any other deductions which he is required to account, where such damage or loss is directly attributable to his neglect or default .

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

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

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

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

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

7.2.5 Labour Records

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

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

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

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

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

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

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

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

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

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

7.2.6 Attendance Card-cum Wage Slip

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

7.2.6.2 The card shall be valid for each wage period

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

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

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

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

7.2.7 Employment card

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

7.2.8 Service Certificate

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

7.2.9 Preservation of Labour Records

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

7.3 Power of Labour Officer to make Investigations or Enquiry

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

7.4 Report of Investigating Officer and action thereon

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

7.5 Inspection of Books and Slips

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

7.6 Submission of Returns

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

7.7 Amendments

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

8 INSURANCE:

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

9 COMPLIANCE WITH LAWS AND REGULATION:

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

10 TOOLS AND PLANTS

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

etc., for carrying of works at sites wherever it is necessary. No additional payment will be made on this account.

11.. LEGAL JURISDICTION

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

“This Contract/PO is subject to jurisdiction of Court at CHENNAI only”.

**SECTION-6
UNDERTAKING & DECLARATION**

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

a) Certified that:

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

b) The tenderer hereby covenants and declares that:

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

Date:
Signature of Tenderer

Place:
Name of Tenderer
Along with date & Seal

6 (B) – NO-NEAR-RELATIONSHIP CERTIFICATE:

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

Tender. No :

Due to open on :

To
The Principal General Manager (NWO-Central)
BSNL Chennai Telephones
10,Dams road ,
Chennai-600002.

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

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

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

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

Note:

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

6 (C) DECLARATION REGARDING NEVER DEBARRED/BLACKLISTED

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

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

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

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

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

Signature of the Prop/Partner/Director

(Shri./Smt./Miss _____)

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

6(D) UNDERTAKING

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

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

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

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

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

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

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

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

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

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

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

(6) Quote the GST IN :

Date :

Signature of Authorized Signatory.....

In capacity of

Duly authorized to sign the bid for and on behalf of

**SECTION- 7
PROFORMAS**

BID SECURITY FORM 7 (A)

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

eTENDER No. PGM(C)/ Primary Cable Fault/Mtce/Central/ 2020-21 dated 24-08-2020

Whereas (hereinafter called "the Bidder") has submitted its bid dated.....to execute the work for for attending Primary Cable faults/Maintenance/ Pillar Rehabilitation including cable laying and other associated works for External Plants in DGM NW O (Central) Area of Chennai Telephones vide **eTENDER No. PGM(C)/ Primary Cable Fault/Mtce/Central/ 2020-21 dated 24-08-2020**. 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 11 of Section 4 of the Bid Document upto and including THIRTY (30) days after the Period of bid validity and any demand in respect thereof should reach the Bank not later than the specified date/dates.

Signature of the Bank Authority.

Name
Signed in Capacity of

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

7 (B) Letter of Authorization for attending Bid Opening Event.
(To be typed preferably on letter head of the company)

To

**DGM(NWO) (Central),
BSNL, Chennai Telephones,
NO.10, Dams Road,
Anna Road Telephone Exchange Building,
Chennai 600 002.**

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

Ref: E-Tender No.:

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

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

.....
Name of the Representative

.....
Signature of the Representative

.....
Name of the alternate Representative

.....
Signature of the Alternate Representative

Above Signatures Attested

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

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

7(C) CLAUSE BY CLAUSE COMPLIANCE

SECTION NO	CLAUSE	COMPLIANCE

Signature of the Bidder

Name: _____

Address: _____

7 (D) AGREEMENT

eTENDER No. PGM(C)/Primary Cable Fault/Mtce/Central/ 2020-21 dated 24-08-2020

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.

Whereas the contractor has offered to enter into contract with the said BSNL for attending
Primary Cable faults/Maintenance/Pillar Rehabilitation including cable laying and other
associated works for External Plants in DGM NW O (Central) Area 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 deposits.

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

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

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

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

Above written:

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

Witness:

- 1.
- 2.

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

Witness:

- 1.
- 2.

7 (E) PERFORMANCE SECURITY GUARANTEE BOND

eTENDER No. PGM(C)/ PrimaryCable Fault/Mtce/Central/ 2020-21 dated 24-08-2020

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 attending Primary Cable faults/Maintenance/ Pillar Rehabilitation including cable laying and other associated works for External Plants in DGM NW O (Central) Area of Chennai Telephones vide **eTENDER No. PGM(C)/ Primary Cable fault/Mtce/Central/ 2020-21 dated 24-08-2020** ('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.

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

5. We (name of the bank) _____ further agree with the BSNL, Chennai Telephones, that the BSNL, Chennai Telephones, shall have the fullest liberty without our consent and without affecting any manner our obligations hereunder to vary any of the terms and conditions

of the said agreement or to extend the time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the BSNL, Chennai Telephones, against the said contractor(s) or to forebear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reasons or any such variations or extension being granted to the said contractor(s) or for the any forbearance, act or omission on the part of the BSNL, Chennai Telephones, or any indulgence by the BSNL, Chennai Telephones, to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

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

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

Dated the _____ day of _____

for

(indicate the name of the bank)

7(F) CERTIFICATE OF MINIMUM WAGES & OTHER STATUTORY OBLIGATIONS 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 arises out the payment of minimum wages responsibility lies with us only. We also certify that we shall comply with the ESI, EPF, Bonus, Service Taxes and other mandatory charges regularly as per existing rules without any fail.

Date:

Place:

Signature of the bidder with seal

SECTION – 8

Bidder's profile & Questionnaire.

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

1 General:

1.1 Name of the Tenderer / Firm

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

Photo to be affixed here

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

1.3 Address of the Tenderer /Firm

1.4 Local Communication Address.....

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

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

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

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

1.8 Tenderer's bank details:

- i) Address
- i) Current Account No.
- ii) Bank IFSC Code -----for NEFT payment

1.9 Infrastructural capabilities:

a.Capacity of trenching per day (in metres).....

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

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

- f. Particulars of other machines possessed by the contractor which can help in trenching, cable laying and cable pulling .splicing and A/T.

- 1
- 2
- 3

1.10 Details of Technical and Supervisory Staff:

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

1.11 Details of GST .:

- 1. Goods and Services Tax Registration Number

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

Place:

Date:

Signature of Tenderer/Authorised Signatory

Name of the Tenderer.....

Seal of the Tenderer

Questionnaire

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

1.1 If Yes, Give details

.....
.....

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

2.1 If Yes, Give details

.....
.....

3.Suggestion for improvement to the tender document.

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

Place.....

Signature of contractor.....

Date..... Name of Contractor.....

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

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

SECTION – 9

Part A

BID FORM

eTENDER No. PGM(C)/ Primary Cable Fault/Mtce/Central/ 2020-21 dated 24-08-2020

To
The Principal General Manager (NWO-Central),
BSNL-Chennai Telephones,
10,Dams road,
Chennai-600002.

Dear Sir / Madam,

Having examined the conditions of contract and specifications including addenda No. the receipt of which is hereby duly acknowledged, we, undersigned, offer to execute the work for for attending Primary Cable faults/Maintenance/ Pillar Rehabilitation including cable laying and other associated works for External Plants in DGM NW O (Central) Area of Chennai Telephones in conformity with instructions issued by BSNL-CHENNAI TELEPHONES Central Area, on award of contract and specifications of Area ADDL.GM/DGMs/AGM/DEs/SDEs.

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

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

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

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

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

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

Dated thisday of

Signature of Authorized Signatory.....

In capacity of

Duly authorized to sign the bid for and on behalf of

Witness

Address

Signature

SECTION – 9

Part B

Price Schedule (Financial Bid)

To
PGM (NWO-CENTRAL),
BSNL-CHENNAI TELEPHONES

Sub. : Our Financial Bid for attending Primary Cable faults/Maintenance/ Pillar Rehabilitation including cable laying and other associated works for External Plants in DGM NW O (Central) Area of Chennai Telephones.

Ref. : eTENDER No. PGM(C)/ Primary Cable Fault/Mtce/Central/ 2020-21 dated 24-08-2020

Dear Sir,

Having examined the tender documents, terms and conditions stipulated therein, specifications of work etc., and **paid EMD**, we, the undersigned, offer to excavate and reinstatement of pits and trenches for attending Primary Cable faults/Maintenance/ Pillar Rehabilitation including cable laying and other associated works for External Plants in DGM NW O (Central) Area of Chennai Telephones Central area (Haddows Road & Anna Road Divisions) in conformity with the said specifications and conditions of contract at the percentage (at par/above) on standard schedule rates quoted as under :

Financial Bid

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

GST EXTRA AT THE GOVT.PREVAILING RATES WHEREEVER APPLICABLE

If our Bid is accepted, we shall submit the securities as per the conditions mentioned in the contract. We agree to abide by this Bid for a period of 180 days from the date opening of financial bid and it shall remain binding upon us and may be accepted at any time before the expiry of that period.

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

Signature of Tenderer/Authorised Signatory

Name of the Tenderer.....

Seal of the Tenderer

SECTION –9 Part C

Schedule of rates for attending Primary Cable faults/Maintenance/ Pillar Rehabilitation including cable laying and other associated works for External Plants in DGM NW O (Central) Area of Chennai Telephones vide Tender No. PGM(NWO-C)/ Primary Cable Fault/Mtce/Central/ 2020-21 dated 24-08-2020			
Sl. No.	DESCRIPTION OF WORK	Unit	Basic rate in Rs.
	Cable related Works		
1A1.1	Excavating Trenches of 45 cmx30cmx100cm including back filling, Compacting and removing excess earth from site. (All kinds of soil other than 1A1.3)	Per mt.	116.50
1A1.2	Excavating Trenches of 45 cmx30cmx100cm including back filling, Compacting and removing excess earth from site. (in Hard/Semi Hard/Clay soil)	Per mt.	174.75
	Trenching pits for exposing the existing cable		
1A2.1	Trenching pits for exposing the existing/faulty cable (for all kinds of soil other than 1A1.3)	Cubic meter	310.67
1A2.2	Trenching pits for exposing the existing/faulty cable (for Hard/Semi hard/Clay soil)	Cubic meter	466.00
1A.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
1A.4	Removal of Excess Earth from the site including Transportation. (Rates are included in Trenching)		NIL
2	Hamilton Standards		
2.1	Deleted		
2.2	Deleted		
2.3	Deleted		

Schedule of rates for attending Primary Cable faults/Maintenance/ Pillar Rehabilitation including cable laying and other associated works for External Plants in DGM NW O (Central) Area of Chennai Telephones vide Tender No. PGM(NWO-C)/ Primary Cable Fault/Mtce/Central/ 2020-21 dated 24-08-2020

Sl. No.	DESCRIPTION OF WORK	Unit	Basic rate in Rs.
3	BSNL will supply only UG Cable. All other Materials are to be supplied by the contractor including Transportation of Materials to the desired site.		
3.1	Deleted		
3.2	Deleted		
3.3	Deleted		
3.4	Deleted		
3.5	Deleted		
3.6	Straight, Branch Joint including taking Pit for Joints, Jointing Cables, Testing Pairs end to end, Joint closing & Pit closing. Jointing Kit supplied by BSNL. (Per Joint)	a) 100 Pairs	1508.89
		b) 200 Pairs	1767.61
		c) 400 Pairs	2285.05
3.6 (a)	Above 400 pairs, additional Rates payable per 100 Pairs in excess of 400 Pairs	Per Joint	258.72
	1) For 800 Pairs	Per Joint	3319.93
	2) For 1200 Pairs	Per Joint	4354.81
3.7	Teeing joints, Joint closing, Taking Pit and closing Joint Pit. BSNL will supply only Jointing kit	a) Upto 20 Prs	458.00
		b) 50 Pairs	610.67
4	Deleted		
4.1	Deleted		
4.2	Deleted		
4.3	Deleted		

Schedule of rates for attending Primary Cable faults/Maintenance/ Pillar

Rehabilitation including cable laying and other associated works for External Plants in DGM NW O (Central) Area of Chennai Telephones vide Tender No. PGM(NWO-C)/ Primary Cable Fault/Mtce/Central/ 2020-21 dated 24-08-2020

Sl. No.	DESCRIPTION OF WORK	Unit	Basic rate in Rs.
4.4	Deleted		
4.5	Deleted		
4.6	Deleted		
4.7	Deleted		
4.8	Deleted		
4.9	Deleted		
4.10	Deleted		
4.11	Deleted		
4.12	Deleted		
4.13	Deleted		
4.14	Deleted		
4.15	Deleted		
5	Pillar Related Works		
5.1	Providing earth to existing pillars of all sizes as per Specification(Copper wire of 95 Sq mm through 32 mm A-Class GI Pipe) including Materials to be supplied by the contractors. Earth resistance should be <2 Ohms.Cost including supply of Materials and Transportation to site.	Each	650.36
Schedule of rates for attending Primary Cable faults/Maintenance/ Pillar			

Rehabilitation including cable laying and other associated works for External Plants in DGM NW O (Central) Area of Chennai Telephones vide Tender No. PGM(NWO-C)/ Primary Cable Fault/Mtce/Central/ 2020-21 dated 24-08-2020

Sl. No.	DESCRIPTION OF WORK	Unit	Basic rate in Rs.
5.2	Providing wire Mesh for 800/1000 Pair Pillar Doors and painting cost inclusive of Material and Transportation	Each	812.19
5.3	Providing Wire Mesh for 1600/2000 Pair Pillar Doors and Painting cost inclusive of Material and Transportation	Each	1447.29
5.4	Pillar Jumpering for offering AT per Line (Removing existing Jumpering & providing new Jumper) Jumper wire will be supplied by BSNL. Rates includes Transportation	Per line	4.90
5.5	CT Box Erection in the pillar & the Building Premises CT Box will be supplied by BSNL Rates inclusive of Transportation	Each	161.83
5.6	Termination of Cable in CT Box	Per pair	6.10
5.7	Mini Pillar(400 Pair and below) Plinth Construction, Pillar Plinth should be 0.5 Mtrs above the ground level as per Specification.	Per pillar	2088.49
* 5.7 (a)	Construction of Plinth for Pillar- For Pillar upto 1000 Pairs	Per Unit	10300.95
* 5.7 (b)	Painting and Sign Writing for Pillars upto 1000 Pr	Per Unit	791.51
* 5.7 (c)	Painting and Sign Writing for Pillars above 1000 Pr	Per Unit	1065.49
5.8	Mini Pillar Erection including fixing of CT Box and Transportation	Per pillar	244.27
5.9	Removing Worn out Modules in the Pillar/CT Box replacing new Modules including Termination//Re-Termination of Cables/Jumpers	Per module	26.27
5.10	Welding in Pillar- single Door		
a)	Welding of Front L Angle	Each	900.00
b)	Welding of Centre Beam	Each	200.00
c)	Welding of Pillar back side(New Metal sheet of 1 ½ feet	Each	800.00
d)	Welding of Pillar with New Metal sheet on both sides(New Metal sheet of 1½ feet)	Each side	350.00
e)	Pillar inside Sand filling and Cement packing	Each	1300.00
f)	Welding of 2 Keels on the Door	For 2 Keels	200.00
g)	Welding New Metal sheet of 1½ feet & Replacement	Per Sq feet	200.00
h)	Welding of Pillar Legs with material	Each	200.00
i)	Welding of Mesh for Single Door with material	Each	1000.00
6	Night Patrolling for exposed and unburied higher sized distribution and primary cables due to work by Corporation/highway/other agencies work	Per person	671.86
7	JCB hiring charges Minimum 3 hours	Min3 hours	1800

While quoting the rate in Price Bid at Section -9 Part –B, the bidder shall take note of the above, wherein the basic rates have since been revised based on the Minimum wages, EPF & ESI to comply with the statutory requirements.

Important Note:

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

SECTION – 9
Part D
Work orders of cable maintenance

On award of contract, BSNL shall issue work order to the contractor/bidder for Cable Maintenance (Monthly) and the contractor/bidder shall comply with the statutory requirements scrupulously.

The following annexures shall form part of the Work Orders of Cable Maintenance (Monthly) :

- a) Annexure ‘A’ – Every month, for maintenance, the details of work executed by the contractor during the month shall be tabulated by the JTO/SDE in-charge. The table shall contain (i) Sl. No., (ii) Date, (iii) MSO no. if any, (iv) Pillar No., (v) Telephone no, Door No., address, (vi) Type of soil, (vii) Type of work, (viii) Cable size, (ix) Trench size (LBD), (x) Remarks if any.
- b) Annexure ‘B’ – In respect of this annexure, the contractor shall submit the below details along with the Maintenance (Monthly) bills. All details are to be submitted every month mandatorily and the remittance details are to be furnished in the subsequent month.

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

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

ANNEXURE - B

(Standard Tender Enquiry Document)

S. No.	Defaults of the bidder / vendor.	Action to be taken
A	B	C
1(a)	Submitting fake / forged	Rejection of tender bid of respective Vendor.
	a) Bank Instruments with the bid to meet terms & condition of tender in respect of tender fee and/ or EMD;	Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order.
	b) Certificate for claiming exemption in respect of tender fee and/ or EMD;	iii) Termination/ Short Closure of PO/WO, if issued. This implies non-acceptance of further supplies / work & services except to make the already received material work/ complete work in hand.
	and detection of default at any stage from receipt of bids till award of APO/ issue of PO/WO.	
	Note 1:- However, in this case the performance guarantee if alright will not be forfeited.	
Note 2:- Payment for already received supplies/ completed work shall be made as per terms & conditions of PO/ WO.		
1(b)	Submitting fake / forged documents towards meeting eligibility criteria such as experience capability, supply proof, registration with Sales Tax, Income Tax departments etc and as supporting documents towards other terms & conditions with the bid to meet terms & condition of tender :	
	(i) If detection of default is prior to award of APO	i) Rejection of Bid & ii) Forfeiture of EMD.
	(ii) If detection of default after issue of APO but before receipt of PG/ SD (DD,BG etc.)	i) Cancellation of APO, ii) Rejection of Bid & iii) Forfeiture of EMD.
	(iii) If detection of default after receipt of PG/ SD (DD, BG etc.)	i) Cancellation of APO ii) Rejection of Bid & iii) Forfeiture of PG/ SD. However on realization of PG/ SD amount, EMD, if not already released shall be returned.

S. No.	Defaults of the bidder / vendor.	Action to be taken
A	B	C
	(iv) If detection of default after issue of PO/ WO	Termination/ Short Closure of PO/WO and Cancellation of APO Rejection of Bid & Forfeiture of PG/ SD. However on realization of PG/ SD amount, EMD, if not released shall be returned.
1(b) cont d.	Note 3:- However, settle bills for the material received in correct quantity and quality if pending items do not affect working or use of supplied items.	
	Note 4:- No further supplies are to be accepted except that required to make the already supplied items work.	
2	If vendor or his representative uses violent/ coercive means viz. Physical / Verbal means to threatens BSNL Executive / employees and/ or obstruct him from functioning in discharge of his duties & responsibilities for the following :	Banning of business for 3 years which implies Barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order.
	a) Obstructing functioning of tender opening executives of BSNL in receipt/ opening of tender bids from prospective Bidders, suppliers/ Contractors.	
	b) Obstructing/ Threatening other prospective bidders i.e. suppliers/ Contractors from entering the tender venue and/ or submitting their tender bid freely.	
3	Non-receipt of acceptance of APO/ AWO and SD/ PG by L-1 bidder within time period specified in APO/ AWO.	Forfeiture of EMD.
4.1	Failure to supply and/ or Commission the equipment and /or execution of the work at all even in extended delivery schedules, if granted against PO/ WO.	Termination of PO/ WO. Under take purchase/ work at the risk & cost of defaulting vendor. Recover the excess charges if incurred from the PG/ SD and outstanding bills of the defaulting Vendor.

S. No.	Defaults of the bidder / vendor.	Action to be taken
A	B	C
4.2	Failure to supply and/ or Commission the equipment and /or execution of the Work in full even in extended delivery schedules, if granted against PO/ WO.	Short Closure of PO/ WO to the quantity already received by and/ or commissioned in BSNL and/ or in pipeline provided the same is usable and/or the Vendor promises to make it usable. Under take purchase/ work for balance quantity at the risk & cost of defaulting vendor. Recover the excess charges if incurred from the PG/ SD and outstanding bills of the defaulting Vendor.
5.1	The supplied equipment does not perform satisfactory in the field in accordance with the specifications mentioned in the PO/ WO/Contract.	If the material is not at all acceptable, then return the non-acceptable material (or its part) & recover its cost, if paid, from the o/s bills/ PG/ SD. OR If the material is inducted in network & it is not possible to return it and/ or material is acceptable with degraded performance, the purchaser may determine the price for degraded equipment (Financial penalty = Price – price determined for degraded equipment) himself and/ or through a committee. Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD.
5.2	Major quality problems (as established by a joint team / committee of User unit(s) and QA Circle) / performance problems and non-rectification of defects (based on reports of field units and QA circle).	If the material is not at all acceptable, then return the non-acceptable material (or its part) & recover its cost, if paid, from the o/s bills/BG/SD; OR If the material is inducted in network & it is not possible to return it and/ or material is acceptable with degraded performance, the purchaser may determine the price for degraded equipment (Financial penalty = Price – price determined for degraded equipment) himself and/ or through a committee. Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD; and Withdrawal of TSEC/ IA issued by QA Circle.
6	Submission of claims to BSNL against a contract (a) for amount already paid by BSNL (b) for Quantity in excess of that supplied by Vendor to BSNL.	i) Recovery of over payment from the outstanding dues of Vendor including EMD/ PG & SD etc. and by invoking ‘Set off’ clause 18 of Section 4 or by any other legal tenable manner. ii) Banning of Business for 3 years from date of issue of banning order or till the date of recovery of over payment in full, whichever is later.

S. No.	Defaults of the bidder / vendor.	Action to be taken
A	B	C
6	c) for unit rate and/ or amount higher than that approved by BSNL for that purchase.	As above
	Note 5:- The claims may be submitted with or without collusion of BSNL Executive/ employees.	
	Note 6:- This penalty will be imposed irrespective of the fact that payment is disbursed by BSNL CHTD or not.	
7	a) Network Security/ Safety/ Privacy:- If the vendor tampers with the hardware, software/ firmware or in any other way that	Termination of PO/ WO. Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL CHTD for 3 years from date of issue of banning order. Recovery of any loss incurred on this account from the Vendor from its PG/ SD/ O/s bills etc.
	b) Disrupts/ Sabotages functioning of the BSNL network equipments such as exchanges, BTS, BSC/ MSC, Control equipment including IN etc., transmission equipments but not limited to these elements and/ or any other TSP through BSNL.	iv) Legal action will be initiated by BSNL against the Vendor if required.
	c) tampers with the billing related data/ invoicing/ account of the Customer/ User(s) of BSNL and/ or any other TSP(s).	
	d) hacks the account of BSNL Customer for unauthorized use i.e. to threaten others/ spread improper news etc.	
	e) undertakes any action that affects/ endangers the security of India.	

S. No.	Defaults of the bidder / vendor.	Action to be taken
A	B	C
8	<p>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>	<p>Termination/ Short Closure of the PO/ WO Settle bills for the quantity received in correct quantity and quality if pending items do not affect working or use of supplied items. No further supplies are to be accepted except that required to make the already supplied items work. In case of turnkey projects, If the material is commissioned and is usable without any degradation of performance, then settle bills for the acceptable equipment/ material (or its part). In case of turnkey projects, if the material is inducted in network & it is not possible to return it and/ or material is acceptable with degraded performance, the purchaser may determine the price for degraded equipment (Financial penalty = Price – price determined for degraded equipment) himself and/ or through a committee. Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD.</p>
9	<p>In the event of the vendor, its proprietor, Director(s), partner(s) is / are convicted by a Court of Law following prosecution for offences involving moral turpitude in relation to the business dealings.</p>	<p>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.</p>

S. No.	Defaults of the bidder / vendor.	Action to be taken
A	B	C
10	<p>If the vendor does not return/ refuses to return BSNL's dues:</p> <p>in spite of order of Arbitrator.</p> <p>in spite of court orders</p>	<p>i) Take action to appoint Arbitrator to adjudicate the dispute.</p> <p>iii) Take legal recourse i.e. filing recovery suite in appropriate court.</p> <p>Termination of contract, if any.</p> <p>Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL CHTD from date of issue of banning order or till the date by which vendor clears the BSNL's dues, whichever is later.</p>
11	<p>If the Central Bureau of Investigation/ Independent External Monitor (IEM) / Income Tax/ Sales Tax/ Excise / Custom Departments recommends such a course</p>	<p>Take Action as per the directions of CBI or concerned department.</p>
12	<p>The following cases may also be considered for Banning of business:</p> <p>(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.</p> <p>(b) If the vendor/ supplier fails to execute a contract or fails to execute it satisfactorily beyond the provisions of Para 6,7,8, and 9 of Section 5.</p>	<p>i) Banning of business for 3 years which implies Barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL CHTD for 3 years from date of issue of banning order.</p>

S. No.	Defaults of the bidder / vendor.	Action to be taken
A	B	C
13	<p>(c) If the vendor/ supplier fails to submit required documents/ information, where required.</p> <p>(d) Any other ground which in the opinion of BSNL CHTD is just and proper to order for banning of business dealing with a vendor/ supplier.</p>	
<p>Note 7: The above penalties will be imposed provided it does not clash with the provision of the respective tender.</p>		
<p>Note 8:-In case of clash between these guidelines & provision of invited tender, the provision in the respective tender shall prevail over these guidelines.</p>		
<p>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.</p>		

END OF THE E-TENDER DOCUMENT