



**BHARAT SANCHAR NIGAM LIMITED
CHENNAI TELEPHONES**

TECHNICAL CUM FINANCIAL BID

**E - TENDER DOCUMENT
FOR**

LAYING OF U/G CABLES & ATTENDING U/G CABLE FAULTS IN DIFFERENT TYPES OF SOILS FROM MDF TO LAST PILLARS IN DGM (NWO) NORTH EAST COMPRISING OF FLOWER BAZAAR AND HARBOUR DIVISIONS & DGM (O&M) KALMANDAPAM COMPRISING OF KALMANDAPAM & ENNORE DIVISIONS.

E-TENDER No.DGM (NWO-NE)/UG CF/MDF to Pillar/2020-21/4 dt 21.09.2020

**DY.GENERAL MANAGER (NWO) NORTH EAST
BSNL CHENNAI TELEPHONES
FLOWER BAZAAR TELEPHONE EXCHANGE COMPLEX
NO. 1, NSC BOSE ROAD, CHENNAI 600001.
PHONE (044 -25363333) FAX : 044 -25363837)**

Certified that the tender contains 87 Pages only

TABLE OF CONTENT		
SECTION	CONTENT	PAGE NO
<u>TECHNICAL BID DOCUMENT</u>		
I	NOTICE INVITING TENDER	3
II	DETAILED NOTICE INVITING TENDER	4 - 5
III	SPECIAL INSTRUCTIONS TO BIDDERS FOR E-TENDERING	6 - 10
IV	SCOPE OF WORK & JURISDICTION OF CONTRACT	11 - 12
V	INSTRUCTIONS TO BIDDERS	13 -28
VI	SPECIAL INSTRUCTIONS TO BIDDERS	29 - 45
VII & VIII	NO NEAR RELATIVE CERTIFICATE & NON BLACK LIST CERTIFICATE	46 - 47
IX	BID SECURITY FORM	48
X (A & B)	MATERIAL SECURITY FORM & PERFORMANCE SECURITY BOND	49 – 51
XI	LETTER OF AUTHORISATION FOR ATTENDING BID OPENING	52
XII	TENDERER’S PROFILE	53 – 55
XIII	BID FORM	56
XIV	RATES OF EMPTY CABLE DRUMS	57
XV	STANDARD SCHEDULED RATE	58 – 65
XVI	FINANCIAL BID	66
XVII	AGREEMENT FORM	67 – 68
ANNEXURE A TO E 2	FORMS TO BE SUBMITTED BY THE TENDERER	69 - 73
SECTION XVIII	PROCEDURE TO ISSUE / RETURN OF MATERIAL BY THE CONTRACTOR	74 – 75
SECTION XIX	ANNEXURE A1 TO D – ANNEXURES IN RESPECT OF STORES MATERIALS ISSUED TO CONTRACTORS	76 – 81
SECTION XX	STANDARD TENDER ENQUIRY DOCUMENTS	82 - 87

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

NOTICE INVITING TENDER

E-TENDER No. DGM (NWO-NE)/UG CF/MDF to Pillar/2020-21/4 dt 21.09.2020
Digitally Sealed tenders are invited on behalf of P.G.M. (NWO-North), from the reputed contractors, for Laying of U/G cables & attending U/G cable faults in different Types of soils from MDF to last pillars in DGM (NWO) North East comprising of Flower Bazaar and Harbour Divisions & DGM (O&M) Kalmandapam comprising of Kalmandapam & Ennore Divisions through e-tendering.

This tender is being conducted through E-Procurement Portal:

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

For further information kindly visit our website: www.chennai.bsnl.co.in and follow the "Link for E-Tenders by Chennai Telephones"

SECTION – II

E-TENDER No. DGM (NWO-NE)/UG CF/MDF to Pillar/2020-21/4 dt 21.09.2020

DETAILED NOTICE INVITING TENDER

E-TENDER FOR LAYING OF U/G CABLES & ATTENDING U/G CABLE FAULTS IN DIFFERENT TYPES OF SOILS FROM MDF TO LAST PILLARS IN DGM (NWO) NORTH EAST COMPRISING OF FLOWER BAZAAR AND HARBOUR DIVISIONS & DGM (O&M) KALMANDAPAM COMPRISING OF KALMANDAPAM & ENNORE DIVISIONS.

1	NAME OF WORK	LAYING OF U/G CABLES & ATTENDING U/G CABLE FAULTS IN DIFFERENT TYPES OF SOILS FROM MDF TO LAST PILLARS IN DGM (NWO) NORTH EAST COMPRISING OF FLOWER BAZAAR AND HARBOUR DIVISIONS & DGM (O&M) KALMANDAPAM COMPRISING OF KALMANDAPAM & ENNORE DIVISIONS.
2	Notice	Properly sealed Tenders (Packing PVC tape/Sealing wax with Personal Seal) are invited for and on behalf of PGM (North) from the eligible contractors for the above work.
3	Work Jurisdiction & Area of Contract	All Exchanges under DGM (NWO) NE Comprising of Flower Bazaar & Harbour Divisions and DGM (O&M) Kalmandapam comprising of Kalmandapam & Ennore Divisions of BSNL, Chennai Telephones
4	Eligibility Class of Contractors	All contractors who have a minimum of three years of experience in the telecom field with BSNL or any other Telecom operator during 2015-2020
5	Total Estimated cost of work .	Rs.8500000/- (Rs. Eighty five lakhs only)
6	Cost of Bid document (non-refundable) in Rs.	Rs.1000 + Rs.180 (GST) = Rs.1180 /- (Rupees one thousand one hundred and eighty only)
7	Bid Security in Rs. (2% of total Estimated Cost of tender)	Rs.1,70,000/- (Rs One lakh seventy thousand only)
8	Period of Contract	One year from the date of agreement. Extension of contract for another three months on the same approved rates at the discretion of BSNL and for further period of Nine months if required by BSNL on the same approved rates with mutual consent.

9	Tender document containing detailed description of work, terms and conditions can be had from	<p>1. Tender document can be obtained by down loading it from the website www.chennai.bsnl.co.in following “Link for E-Tenders by Chennai Telephones”. The tender document for participating in E-Tender shall be available for downloading from https://www.tenderwizard.com/ BSNL from 11.30 hrs of 23.09.2020 upto 16.00 hrs of 13.10.2020. BSNL, Chennai Telephones has decided to use process of e-tendering for inviting this tender and thus the physical copy of the tender would not be sold.</p> <p>2. Bidders must register on the e-tender portal. If not already registered earlier, follow all instructions for participating in bidding for the e-tender. The bidders cannot participate in the e-tender without downloading official copy of the tender document. The Tender document shall not be available for down load on its submission / closing date</p>
10	Time and last date of submission of Bid	Upto 11.00 hrs on 14.10.2020
11	Place of submission	O/o Asst. General Manager (NWO) NE, BSNL, Chennai Telephones, 3 rd Floor, TAX Building, Flower Bazaar Telephone Exchange Complex, No.1, NSC Bose Road, Chennai 600001.
12	Venue of Opening	BSNL has adopted E-tendering process which offers a unique facility for ‘Public Online Tender Opening Event’ (TOE). BSNL's Tender opening Officers as well as authorised representatives of bidders can attend the Public Online Tender Opening Event (TOE) from the comfort of their Offices. However, if required, authorised representatives of bidders (i.e. Supplier Organisation) can attend the TOE at AGM (C&A) NE, BSNL, Chennai Telephones, 3 rd Floor, TAX Building, NSC Bose Road, FBR Telephone Exchange Complex, Chennai 600 001 where BSNL's Tender Opening Officers would be conducting Public Online Tender Opening Event (TOE)
13	Time of Bid opening	At 11.30 Hrs on 14.10.2020
14	Important Conditions	<p>1. The tender, which is not accompanied by the requisite Bid Security or Cost of the tender document, shall be summarily rejected by the TOC</p> <p>2. Tender will not be accepted / received after expiry of the date and time specified at S.No.10 for Submission of Bid</p> <p>3. BSNL, Chennai Telephones, reserves the right to reject any or all tenders without assigning any reason whatsoever</p>

DGM (NWO-NE)
BSNL CHENNAI TELEPHONES

SECTION III

SPECIAL INSTRUCTIONS TO BIDDERS FOR E-TENDERING

General

The Special Instructions (for e-Tendering) supplement 'Instruction to Bidders', as enclosed in the tender Documents. Submission of Bids only through online process is mandatory for this Tender. E-Tendering is a new methodology for conducting Public Procurement in a transparent and secured manner. Suppliers/ Vendors will be the biggest beneficiaries of this new system of procurement. For conducting electronic tendering, CHTD has decided to use the portal (<https://www.tenderwizard.com/BSNL>) through ITI, a Government of India Undertaking. Benefits to Suppliers are outlined on the Home-page of the portal.

1. Tender Bidding Methodology:

Sealed Bid System – Single Stage – Using Two Envelopes', Followed by 'e-Reverse Auction' (if required by Business Unit / Planning cell) after opening of the Financial bids. In case of two envelope system Qualifying and Financial bids shall be submitted by the bidder at the same time.

2. Broad outline of activities from Bidders prospective:

1. Procure a Digital Signing Certificate (DSC)
2. Register on Electronic Tendering System® (ETS) of <https://www.tenderwizard.com/BSNL>
3. Create Users and assign roles on ETS
4. View Notice Inviting Tender (NIT) on ETS
5. Download Official Copy of Tender Documents from ETS
6. Clarification to Tender Documents on ETS
 - Query to BSNL (Optional) receives not later than 7 days prior to the date for the opening of the bids
 - View response to queries posted by BSNL
7. Bid-Submission on ETS
8. Attend Public Online Tender Opening Event (TOE) on ETS
 - Opening of Technical-Part
9. Post-TOE Clarification on ETS (Optional)
 - Respond to BSNL's Post-TOE queries.
10. Attend Public Online Tender Opening Event (TOE) on ETS
 - Opening of Financial-Part
 - (Only for Technical Responsive Bidders)

For participating in this 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 ETS.

3. Digital Certificates

For integrity of data and authenticity/ non-repudiation of electronic records, and to be compliant with IT Act 2000, it is necessary for each user to have a Digital Certificate (DC). also referred to as Digital Signature Certificate (DSC), of Class 2 or above, issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer <http://www.cca.gov.in>].

4. Registration and Training

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

Pay Annual Registration Fee as applicable.

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

ITS's Helpdesk

Telephone/ Mobile – 9941947400 / 9894191904
[between 9:30 hrs to 18:00 hrs on working days]
E-mail ID - bsnlthelpdesk@gmail.com, twhelpdesk679@gmail.com,
twhelpdesk438@gmail.com

BSNL Contact

BSNL's Contact Person-1, AGM(C&A) NE, Phone Number - 044-25392222
Email id: - agmne123@gmail.com
[on working dates from 24.09.2020 to 13.10.2020 between 11:30 hrs and 17:00 hrs]

BSNL's Contact Person-2, SDE Tech NE Telephone no. 044-25386433
[on working dates from 24.09.2020 to 13.10.2020 between 11:30 hrs and 17:00 hrs]

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

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

- Submission of Bid Security/ Earnest Money Deposit (EMD)
- Submission of digitally signed copy of Tender Documents / Addendum
- Two Electronic Envelopes containing

1. Qualifying BID for Laying of U/G Cables & attending U/G Cable faults in different types of soils from MDF to last Pillars under DGM (NWO) North East comprising of Flower Bazaar and Harbour Divisions.
2. Financial Bid Laying of U/G Cables & attending U/G Cable faults in different types of soils from MDF to last Pillars under DGM (NWO) North East comprising of Flower Bazaar and Harbour Divisions.
6. Offline Submissions:

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

ASST. General Manager (NE),
BSNL, Chennai Telephone
3 rd Floor, TAX Buidling, Flower Bazaar Exchange Complex,
No.1, NSC Bose Road, Chennai 600001
Phone No.25392222

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

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

7. Special Note on Security of Bids

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

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

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

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

8. Public Online Tender Opening Event (TOE)

ETS offers a unique facility for 'Public Online Tender Opening Event (TOE)'. Tender Opening Officers as well as authorized representatives of bidders can attend the Public Online Tender Opening Event (TOE) from the comfort of their offices. For this purpose, representatives of bidders (i.e. Supplier organization) duly authorised are requested to carry a Laptop and Wireless Connectivity to Internet.

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

ETS has a unique facility of 'Online Comparison Chart' which is dynamically updated as each online bid is opened. The format of the chart is based on inputs provided by the Buyer for each Tender. The information in the Comparison Chart is based on the data submitted by the Bidders. A detailed Technical and/ or Financial Comparison Chart enhance Transparency. Detailed instructions are given on relevant screens.

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

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

9. Important Note:

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

10. Other Instructions

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

Important Note: It is strongly recommended that all authorized users of Supplier organizations should thoroughly peruse the information provided under the relevant links, and take appropriate action. This will prevent hiccups, and minimize teething problems during the use of ETS.

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

1. Obtain individual Digital Signing Certificate (DSC or DC) well in advance of your first tender submission deadline on ETS
2. Register your organization on ETS well in advance of your first tender submission deadline on ETS.
3. Get your organization's concerned executives trained on ETS well in advance of your first tender submission deadline on ETS.
4. Submit your bids well in advance of tender submission deadline on ETS (At least one day before the deadline) (There could be last minute problems due to internet timeout, breakdown, etc).

While the first three instructions mentioned above are especially relevant to first-time users of ETS, the fourth instruction is relevant at all times.

11. Minimum Requirements at Bidders end

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

SECTION IV

SCOPE OF WORK AND JURISDICTION OF CONTRACT.

E-TENDER No. DGM (NWO-NE)/UG CF/MDF to Pillar/2020-21/4 dt 21.09.2020

SCOPE OF WORK : LAYING OF U/G CABLES & ATTENDING U/G CABLE FAULTS IN DIFFERENT TYPES OF SOILS FROM MDF TO LAST PILLARS IN DGM (NWO) NORTH EAST COMPRISING OF FLOWER BAZAAR AND HARBOUR DIVISIONS & DGM (O&M) KALMANDAPAM COMPRISING OF KALMANDAPAM & ENNORE DIVISIONS.

BSNL reserves the right to offer either all the works or only a few items depending upon the field requirements.

- Laying and pulling of cables in trenches or through pipes through trenches
- Straight / branch joints of cable including the testing of cable pair / joint closing / pit closing
- Pillar plinth construction and erection of pillar including mini pillar
- Painting and sign writing of various sizes of pillars
- Pilot trenching to identify the existing faulty UG cables
- Cable fault tracing work, cable maintenance including attending cable faults in primary / secondary upto pillar.
- Trenching for exposing the faulty underground cables upto pillar
- Excavation of trenches 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
- Providing earth to the existing pillars of all sizes as per specification
- Providing wire mesh Pillar doors (from 800 pr pillars to 2000 pr pillars)
- Pillar jumpering for offering AT
- CT BOX erection in the Pillar and termination of cables in CT Box
- Welding works in the pillars
- JCB hiring charges
- Removing wornout modules in the pillar / CT Box and replacing with new modules including termination / retermination of cables / jumpers

Jurisdiction of contract

DETAILS OF AREAS DIVISIONWISE

1. HARBOUR EXTERNAL DIVISIONS
2. FLOWER BAZAAR EXTERNAL DIVISIONS
3. KALMANDAPAM EXTERNAL DIVISIONS
4. ENNORE EXTERNAL DIVISIONS

I. Units Covered under DE, HBR External Division:-

- a. Cables working from HBR External I, III & IV
- b. Cables working from Broadway RSU
- c. Cables working from Vallalar Nagar RSU
- d. Cables working from Walltax Road RSU

II. Units Covered under DE, FBR External Division:-

- a. Cables working from FBR External I, II, III, IV & V
- b. Cables working from Secretariat RSU Exchange
- c. Cables working from Periamet RSU Exchange
- d. Cables working from MLA Hostel

III. Units Covered under DE, Kalmandapam Division:-

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

IV. Exchanges Covered under DE, Ennore Division:-

- a. Cables working from Ennore MSU Exchange
- b. Cables working from Kathiwakkam RSU Exchange
- c. Cables working from Jothi Nagar RSU Exchange
- d. Cables working from Manali RSU
- e. Cables working from Manali New Town RSU

SECTION –V

Instruction to Bidders

A. INTRODUCTION:

1. DEFINITIONS

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

- c. All references of :

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

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) General Manager means Principal General Manager (North) of BSNL, Chennai Telephones and his / her successors.
- e) Deputy General Manager means Dy. General Manager (NWO) NE of BSNL, Chennai Telephones District and his / her successors.
- f) Assistant General Manager/Divisional Engineer means all AGM/DEs External/Construction/ Internal of North East Zone of BSNL, Chennai Telephones District in-charge of laying, rehabilitation and maintenance of cable works and their successors.
- g) Jurisdiction means present Telecom Network served by North East Zone viz. (a) Flower Bazaar & Harbour Divisions of BSNL, 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** means, the documents forming the tender and acceptance thereof and the formal agreement executed between the competent authority on behalf of Principal GM (NWO) North , 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 expression shall unless the context otherwise requires, have the meanings, hereby respectively assigned to them.
- l) **Contractor :** The Contractor shall mean the individual, firm or company, non-enlisted, enlisted with BSNL in accordance with due procedure for enlistment / contract, whether incorporated or not, undertaking the contracted works and shall include the legal personal representative of such individual or the persons constituting such firm or company, or the successor(s) of such firm or company and the permitted assignee(s) of such individual, firm or company.
- m) **Work :** The expression “works” means 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 and shall be solely concerned with laying of cables, rehabilitation work, Construction of pillars and DPs of each exchange within jurisdiction of the Contract .
- 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 in the geographical area encompassed by the North East Zone of BSNL, Chennai Telephones .
- 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 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.**
- 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 :

- (a) The bidders –individuals or firms or companies should have an experience in the telecom field for three years during 2015 to 2020.
- (b) The bidder shall compulsorily submit satisfactory “Performance Certificate” from
- (i) AGM / DEs concerned of his last/current Contract, if worked in BSNL Chennai Telephones/ Tamilnadu Telecom Circle.
 - (ii) Head of the Unit, if worked for other telecom Operators

3. COST OF BIDDING:

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

B. THE BID DOCUMENTS

4. BID DOCUMENTS:

4.1 The construction works to be carried out, goods required, bidding procedures and contract terms are prescribed in the Bid Documents. The Bid Documents include:

4.1.1 Qualifying Bid:

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

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

5. QUERIES ON BID DOCUMENTS;

A prospective bidder, requiring any clarification of the Bid Documents shall submit his queries through E Tender Portal and also notify the BSNL, Chennai Telephones in writing to BSNL, CHTD designated mailing address indicated in the invitation of Bids. The purchaser shall respond in writing to any request for the clarification of BID documents which it receives 15 days prior to the date of opening of the tender. Copies of the query (without identifying the source) and the clarifications by BSNL shall be uploaded as clarification to the concerned tenderer on <https://www.tenderwizard.com/BSNL> as addenda, for all the prospective bidders who have downloaded the official copy of the tender documents from <https://www.tenderwizard.com/BSNL>. Any clarification issued by BSNL, in response to query raised by prospective Bidders shall form an integral part of bid documents and it may amount to amendment of relevant clauses of the bid documents. The format in which the clarifications in writing are to be sent via email.

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

6. AMENDMENT OF BID DOCUMENTS:

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

C. PREPARATION OF BIDS

7. DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS:-

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

- 1. Cost of the Bid form in accordance with Section II of NIT (Sl No.6)
- 2. Bid Security (EMD) in accordance with Section II of NIT (Sl.No.7)
- 3. Tender document(s), in original, duly filled in and signed (ink other than black) in all

pages by tenderer or his authorized representative along with seal on each page. All corrections and overwriting must be initialled with date by the tenderer or his authorized representative.

4. Copy of experience certificate for a period of 3 years in the telecom field with BSNL or any other telecom operators during 2015-20 as detailed in Clause 2 of Section V
5. The registration of the firm, Authenticated copy of partnership deed in cases of partnership firm. Articles or Memorandum of Association in case of Company, or Proprietorship Deed in case of Proprietor.
6. Original Solvency certificate from the banker of the tenderer – For works costing more than Rs.20 lakhs – Rs.5 lakhs is to be enclosed. The solvency certificate shall not be older than the date of issue of NIT.
7. Bid form, duly filed in, as per the tender document
8. Tenderer's profile, duly filled in, as per the tender document.
9. Original "Power of Attorney" in case person other than the tenderer has signed the tender document.
10. Copies of Acknowledged IT Returns for the Financial Year 2016-17, 2017-18 and 2018-19.
11. Self-attested copy of GST Registration Certificate issued by Department of Central Excise.
- 12.No near relationship certificate.
- 13.Self attested copy of EPF and ESI Registration Certificate. In case of any exemption from EPF / ESI act a certificate to that effect to be enclosed. Otherwise an undertaking certificate stating that" I agreed to pay EPF contribution for my employees regularly in case my offer is accepted and I also agreed to send the monthly EPF contribution statement paid to my employees along with each bill" In case the above certificate not attached, the bid offer will be rejected
- 14.Bidder shall furnish Clause by Clause compliance on the BSNL's all terms and conditions of this bid (Tender Document and addendum / Clarification if any) duly filled up and signed up.
- 15.The Contractor should enclose a Self attested copy of Labour License along with the Bid. In case the Labour Licence is not available undertaking certificate stating that " I am agreeable to get the Labour Licence as soon as the Contract is awarded " duly signed by the Contractor should be enclosed. Failure to give such undertaking certificate will not be considered for eligibility of Bid. The contractor shall not assign, sub-contract or subject the whole or any part of the works covered by the contract under any circumstances. However, this clause may be waived for PSUs under DOT only and they shall be allowed participation provided they fulfill all other terms and conditions as applicable to other private telecom contractors. No PSU will be given any preferential quota in respect of enlistment or award of such works.
- 16.In case of sub-contract by the eligible PSUs, being employer for the sub-contractors, the tenderer/bidder is solely responsible, for the welfare measures such as EPF & ESI for contract labourers/workers. The tenderer/bidder is required to furnish the details of number of contract labourers/workers under each sub-contractor. The mechanism adopted by the tenderer/bidder for remittance of the EPF and ESI for the contract labourers/workers by the sub-contractors under the sub-contract of the tenderer/bidder are to be furnished.
- 17.Self attested Copy of PAN issued by IT Authority.

18.NSIC certificate / MSME in case of SSI units

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

20.Duly filled up and signed Vendor Master Form

8. BID SECURITY :

8.1 The bidder shall furnish, as part of his bid, a bid security (EMD) for an amount of Rs.1,70,000/- (Rs.One lakh seventy thousand only) as noted in NIT. No interest shall be paid by BSNL on the bid security for any period, whatsoever.

8.2. The bid security, is required to protect BSNL-CHENNAI TELEPHONES against the risk of bidder's conduct, which would warrant the security's forfeiture, pursuant to para 8.9.

8.3 Bid security shall be paid in the form of Crossed Demand Draft issued by a scheduled bank/Nationalised Bank drawn in favour of BSNL-CHENNAI TELEPHONES, payable at Chennai.

8.4 The Public Sector Enterprises / Undertakings under the administrative control of the Ministry of Communications shall be permitted to furnish the bid security in the form of Bank guarantee issued by a Nationalised bank / Scheduled Bank, with a validity period of 240 days. This exemption is not extended to other PSUs of Centre / State Governments. The above Bank Guarantee will not be converted as part of performance guarantee in the event of PSU qualifies as successful tenderer. A fresh crossed Demand draft for Rs. 1,70,000- (Rs.One lakh seventy thousand only) shall be furnished by the PSUs under the administrative control of Ministry of Communications as part of performance security in the event of their becoming a successful bidder.

8.5 THE BID SECURITY SHOULD BE KEPT IN THE "TECHNICAL BID" COVER AND NOT IN THE "FINANCIAL BID" COVER.

8.6 A bid not secured in accordance with para 8.1 & 8.3 shall be summarily rejected by BSNL as non responsive.

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

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

8.9 The bid security shall be forfeited;

8.9.1 If a bidder withdraws his bid during the period of bid validity specified in the bid document or

8.9.2 If the bidder makes any modifications in the terms and conditions of the tender before acceptance of the tender, which are not acceptable to BSNL or

8.9.3 In case of a successful bidder, if the bidder fails:-

(A) to sign the agreement in accordance with the conditions of the Tender

(B) to furnish Material & performance Security as per the tender clause. In this case the bidder will not be eligible to participate in the tender for same item for one year from the date of issue of advance work order. The bidder cannot approach the Court against the decision of BSNL in this regard

8.10. The MSME /NSIC bidders are exempted from payment of bid security

- a. A proof regarding valid registration with body specified by Ministry of Micro, Small & Medium Enterprise for the tendered items will have to be attached along with the bid.
- b. The enlistment certificate issued by MSME should be valid on the date of opening of tender.
- c. If a vender registered with body specified by Ministry of Micro, Small and Medium Enterprise claiming concessional benefits is awarded work by BSNL and subsequently fails to obey any of the contractual obligations, he will be debarred from any further work/ contract by BSNL for one year from the date of issue of such order

9. BID PRICES:

- 9.1 Prices shall be quoted in the Financial bid, by the bidder, as percentage - above / at par the schedule of rates given in schedule of rates (Section XV) inclusive of all levies & taxes, except GST TAX at the Government prevailing rate. Prices quoted at any other place shall not be considered.

The contractor shall be responsible for transporting the materials, to be supplied by BSNL-CHENNAI TELEPHONES from District Telecom Store at Vyasarpadi or Divisional / Sub-divisional Stores under the control of AGM/DEs/ SDEs of the district otherwise to execute the work under the contract, to site at his/their own cost.

The costs of transportation are subsumed in the standard Schedule Rates and therefore no separate charges are payable on this account. The offer shall be firm in Indian Rupees.

- 9.2 The price quoted by the bidder shall remain fixed during the entire period of contract and shall not be subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.
- 9.3 Bidders desiring to offer discount shall therefore modify their offers suitably while quoting and shall quote clearly net price taking all such factors like Discount, free supply, etc. in to account.

10. PERIOD OF VALIDITY OF BIDS:

- 10.1 Bid shall remain valid for 180 days from date of opening of the bid (Qualifying Bid) A BID FOR A SHORTER PERIOD SHALL BE REJECTED BY BSNL AS NON-RESPONSIVE.

- 10.2 BSNL reserves the right to request the lowest 5 bidders as per read out list on the opening day to extend the bid validity for a period of further 60 days and the bidder has to necessarily extend the bid validity. Refusal to extend the bid validity will result in forfeiture of the bid security. A bidder accepting the request and extending the bid validity will not be permitted to modify his / her bid.

11. SIGNING OF BID :

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

D.SUBMISSION OF BIDS

12. METHOD OF PREPARATION OF BID:

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

Envelope	Marked on the Cover	Contents of Envelope
INNER ENVELOPE I WAX SEALED	Technical Bid	Technical Bid is to be filled up, signed and put in a WAX sealed cover along with EMD, Cost of the Tender Document and a signed copy of the Tender document. This cover should be super scribed as “ TECHNICAL BID for Laying of U/G cables & attending U/G cable faults in different Types of soils from MDF to last pillars in DGM (NWO) North East comprising of Flower Bazaar and Harbour Divisions & DGM (O&M) Kalmandapam comprising of Kalmandapam & Ennore Divisions.
Inner Envelope II WAX Sealed	Financial Bid	Financial Bid is to be filled up, signed & put in a WAX sealed cover. This Cover should be super scribed as FINANCIAL BID for Laying of U/G cables & attending U/G cable faults in different Types of soils from MDF to last pillars in DGM (NWO) North East comprising of Flower Bazaar and Harbour Divisions & DGM (O&M) Kalmandapam comprising of Kalmandapam & Ennore Divisions.
Main Outer Envelope		The above two sealed covers are to be put together in the third Main outer envelope and WAX sealed with superscription on the cover as TENDER for Laying of U/G cables & attending U/G cable faults in different Types of soils from MDF to last pillars in DGM (NWO) North East comprising of Flower Bazaar and Harbour Divisions & DGM (O&M) Kalmandapam comprising of Kalmandapam & Ennore Divisions.

The tenders which are not submitted in the above-mentioned manner shall be summarily rejected.

12.2 All envelopes (2 inner & one outer) must bear the following Address :

DGM NWO NORTH EAST , BSNL-CHENNAI TELEPHONES, FLOWER BAZAAR
TELEPHONE EXCHANGE COMPLEX, NO. 1, NSC BOSE ROAD, CHENNAI 600
001 - "NOT TO OPEN BEFORE 14.10.2020 @ 11:30 Hrs"

E-TENDER No. DGM (NWO-NE)/UG CF/MDF to Pillar/2020-21/4 dt 21.09.2020

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

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

13. SUBMISSION OF BIDS :

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

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

A. Technical Bid envelope

I. Submission of Mandatory documents:

- a) Digitally signed copy of Tender Document(87 pages), Corrigendum and Addendums.
- b) Scanned copy of DD/Cheque-Bid Security.
- c) Scanned copy of DD/Cheque-Tender document fee.
- d) Document proof of having experience as per Section V – Clause C (7) of this section.
- e) Request for claiming exemption of Bid security & tender document fee and Proof in respect of valid certification from NSIC /MSME for the tendered item/work.

II. Submission of Eligibility documents: All the scanned documents as per eligibility criteria of Clause 7 of Section – V of the Tender Document are to be uploaded on-line

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

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

Offline submission of tender documents :- Tenders should be submitted during office hours to AGM, C&A (NE), BSNL, CHENNAI TELEPHONES, Flower Bazaar Telephone Exchange Complex, 3rd Floor, SPC TAX Building 1, NSC Bose Road, CHENNAI – 600 001 before the closing (date & time) of tender, as mentioned in NIT. The tenderer is to ensure the delivery of the bids at the correct address. BSNL shall not be held responsible for delivery of bid to the wrong address. Any tender submitted after closing date & time will not be received by DE/AGM (NE) /DGM/Addl.GM or by any of the subordinates.

Postponement of Tender Opening:

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

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

14 LATE BIDS:

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

15. MODIFICATIONS AND WITHDRAWAL OF BIDS:

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

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

E- BID OPENING AND EVALUATION:

16 OPENING OF BIDS BY BSNL

16.1 BSNL-CHENNAI TELEPHONES shall open the bids in the presence of bidders or his authorized representatives who choose to attend, at the prescribed hour on the due date. The bidder's representative, who is present, shall sign an attendance register. The bidder shall submit authorisation letter to this effect before they are allowed to participate in the bid opening .

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

16.3 The Bids shall be opened in the following manner:

16.3.1. ETS offers a unique facility for 'Public Online Tender Opening Event (TOE)'. Tender Opening Officers as well as authorized representatives of bidders can attend the Public Online Tender Opening Event (TOE) from the comfort of their offices. For this purpose, representatives of bidders (i.e. Supplier organization) duly authorised are requested to carry a Laptop and Wireless Connectivity to Internet.

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

ETS has a unique facility of 'Online Comparison Chart' which is dynamically updated as each online bid is opened. The format of the chart is based on inputs provided by the Buyer for each Tender. The information in the Comparison Chart is based on the data submitted by the Bidders. A detailed Technical and/ or Financial Comparison Chart enhance Transparency. Detailed instructions are given on relevant screens.

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

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

17. CLARIFICATION OF BIDS BY BSNL;

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

18. PRELIMINARY EVALUATION:

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

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

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

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

19. EVALUATION AND COMPARISON OF SUBSTANTIALLY RESPONSIVE BIDS

19.1 BSNL-CHENNAI TELEPHONES shall evaluate in detail and compare the bids

- previously determined to be substantially responsive pursuant to Section V Clause 18. The tender will be evaluated as a single package of all items.
- 19.2 The evaluation and comparison of responsive bids shall be on the percentage deviation (above/at par) offered and indicated in schedule of rates of the bid documents.
- 19.3 The substantially responsive bidder offering L1 prices for services / goods required as per this tender is ranked 1st and all the other substantially responsive bidders are ranked in the increasing order of the prices offered in their Financial Bids
- 19.4 In those cases where more than one bidder quoted L1 prices, all the L1 bidders shall be declared 1st other substantially responsive bidders who have quoted higher than the L1 prices shall be ranked below the L1 bidders in increasing order of the prices offered in their Financial Bids.

20. CONTACTING BSNL :

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

21. AWARD OF CONTRACT :

- 21.1 BSNL-CHENNAI TELEPHONES shall consider award of contract only to those eligible bidders whose offers have been found technically, commercially and financially acceptable.
- 21.2 The works as per the tender is for one year's requirement and terms and conditions of this tender shall be operative for a period of one year from the date of signing of agreement between BSNL and the contractor. Extension of Contract for the first three months at the discretion of BSNL and for further period of 9 months on the same approved rates will be considered by mutual consent and in writing.
- 21.3 After acceptance of the contract, the BSNL Chennai Telephones reserves the right to terminate the contract giving 15 days of notice, with the forfeiture of Security Deposit besides blacklisting
- i) if any/all the terms and conditions of the contract is/are violated,
 - ii) If the execution of works is found to be not satisfactory, the decision of PGM (NW O) (North) BSNL Chennai Telephones will be final and binding in this regard.
- 21.4 BSNL shall not be responsible for any loss or damage incurred to the bidder as a result of the termination of the tender. BSNL shall be free to take due action for the appointment of the new bidder during the period under notice thereafter.

21.A. AWARD OF CONTRACT ON COUNTER OFFER :

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

which contract will be awarded on such of the tenderers who accept the final approved L1 rate. However, maximum of 5 tenderers/bidders shall be considered for award of contract/work.

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

21.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.

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

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

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

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

BSNL Chennai Telephones , at the time of award of work under the contract reserves the right to increase or decrease up to 25% of the total quantum of work specified in the schedule of requirements without any change in the Rate or other terms and conditions..

BSNL also reserves the right for placement of additional order/ work or up to 50% of the additional quantum of work contained in the running tender/ contract within a period of contract at the same rate or a rate negotiated (downwardly) with the existing vendors considering the reasonability of rates based on prevailing market conditions and the impact of reduction in duties and taxes etc and supplies to be obtained within delivery period scheduled afresh.

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

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

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

24 ISSUE OF LETTER OF INTENT

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

25. SIGNING OF AGREEMENT:

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

26. **ANNULMENT OF AWARD :**

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

26. **REJECTION OF BIDS**

- 26.1 While all the conditions specified in the Bid documents are critical and are to be complied with, special attention of bidder is invited to the following clauses of the bid documents. Non-compliance of any one of which shall result in outright rejection of the bid.
- a) The bids will be rejected at opening stage if Bid security is not submitted.
 - (b) If the eligibility conditions are not met and / or documents prescribed to establish the eligibility are not provided, the bids will be rejected without further evaluation.
 - (c) If Prices are not filled in as prescribed in price schedule.
- 26.2 Before outright rejection of the Bid by Bid-opening team for noncompliance of any of the provisions, the bidder company is given opportunity to explain their position, however if the person representing the bidder company is not satisfied with the decision of the Bid opening team, he / they can submit the representation to the Bid opening team immediately but after closing of the tender process with full justification quoting specifically the violation of tender condition if any.

- 26.3 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.
- 26.4 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.
- 26.5 If the reviewing officer finds it fit to open the bid of the petitioner, this should be done by giving seven (working) days notice to all the participating bidders to give opportunity to desirous participants to be present on the occasion.
- 27. BSNL's right to disqualify.**
BSNL reserves the right to disqualify the service provider for a suitable period who habitually failed to provide proper services in time.
- 28. BSNL's RIGHT TO BAN BUSINESS DEALINGS**
BSNL reserves the right to bar the bidder from participating in future tender of BSNL for a period of two years in case he fails to honour his bid without sufficient grounds.
- 29. NEAR-RELATIONSHIP CERTIFICATE**
- 29.1 The bidder should give a certificate that none of his/her near relative is working in the units as defined below where he is going to apply for the tender. In case of proprietorship firm, certificate will be given by the proprietor. For partnership firm, certificate will be given by all the partners. In case of Limited Company, certificate will be given by all the Directors of the company excluding Government of India/Financial institution nominees and independent non-Official part time Directors appointed by Govt. of India or the Governor of the state and full time Directors of PSUs both state and central. Due to any breach of these conditions by the company or 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.
- 29.2 The company or firm or the person will also be debarred for further participation in the concerned unit.

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

(a) Members of a Hindu undivided family.

(b) They are husband and wife.

(c) The one is related to the other in the manner as father, mother, son(s) & Son's wife (daughter in law), Daughter(s) and daughter's husband (son in law), brother(s) and brother's wife, sister(s) and sister's husband (brother in law). The format of the certificate is given in this tender document .

30. VERIFICATION OF DOCUMENTS AND CERTIFICATES

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

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

31. Security Clause

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

SECTION – VI

SPECIAL INSTRUCTIONS TO BIDDERS

1. Bid security

The bank guarantee /DD for bid security or MSME registration certificate for claiming exemption from submission of bid security should be submitted. The bank guarantee/DD so submitted shall be as per the format given in **SECTION- IX** on prescribed judicial paper with stamps of proper value and should contain full address of the issuing branch of the bank with its telephone number and FAX number.

In case where the document of bid security is not submitted in the manner prescribed above, **THE BID SHALL BE REJECTED.**

- a. The contractor should respond to the call immediately and commence the work within 24 hrs and complete the works as per direction given by the Engineer in-Charge within the scheduled time given. Failure to adhere to the time schedule will attract penalty clause. The nature of work covered by this tender includes excavating and reinstating pits suitable for the type of cables. No tools will be supplied by the BSNL, for excavation of pits and reinstatement. The work involves any time during 24 hours including night works and BSNL will not pay anything extra. For day or night work all the requirements of traffic rules, local laws prescribed by Central / State Govt./Municipal Corporation / Police / Traffic Policies should be followed by the Contractor and the department will not entertain any claims on this account. The contractor should refill the pits and trenches taken properly to the satisfaction of the unit Officer concerned after completion of the cable work.
- b. Necessary arrangement for watchman and security should be arranged by the bidder whenever required. Necessary arrangement for watch and ward should be provided in case faults are carried over.
- c. After completion of work the contractor will submit the bills in triplicate and advance stamped receipt to the Unit Officer for processing for payment. Necessary deduction of Income TAX, Surcharge and any other tax levied by the State / Central Government as amended from time to time will be made in the bill.
- d. No labour below the age of 18 years shall be employed on the works. BSNL shall be bound to contest any claim made against it under section 12 , subsection (1) of the workman's compensation ACT. If any of the workman is found to be not properly performing his duty or otherwise found not suitable , the contractor must immediately replace such workmen compensation shall be the responsibility of the contractor. The bidder should deploy the manpower with all tools like crow-bar, powrah etc. to the work spot. The contractor should register with EPF / ESI authorities and a certificate to that effect that provisions of the ACT has been complied with should be attached each bill. Monthly PF / ESI paid to the authorities in r/o employees should also accompany with each bill (Copy of the EPF / ESI paid statement should be signed by the contractor)

The successful bidder will be engaged as ‘ WORK CONTRACTOR ‘ ON WORK CONTRACT BASIS’ . It is purely a work contract based on the principles of “Law of Contract”. The award of work contract does not confer any right to appointment in BSNL.

All the successful bidders are bound by the labour laws as amended from time to time and also bound by the various provisions of the said laws. The contractor should obtain labour licence from the Labour Enforcement Officer before signing the agreement.

LABOUR WELFARE MEASURES AND WORKMAN COMPENSATION :

1.1 Obtaining Licence before commencement of work:

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

1.2 Contractors Labour Regulations:

Working Hours

- a. Normally working hours of an employee should not exceed 9hours 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.
- b. When a worker is made to work for more than 9 hours on any day or for more than 48hours in any week he shall be paid over time for the extra hours put in by him.
- c. 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.
- d. 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.
- e. 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.

1.3 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.

1.4 Payment of Wages :

- a. The contractor shall fix wage periods in respect of which wages shall be payable.
- b. No wage period shall exceed one month.
- c. 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.
- d. 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.
- e. The contractor shall be required to pay minimum wages as prescribed under the Minimum Wages Act. The contractor will maintain proper record as required under the Law/Acts
- f. **The contractor shall be responsible for maintaining the following register / records which is required to be maintained under various Labour laws.**
- (i) Register of Attendance / Muster Roll, (ii) Register of Wages, (iii) Register of Fines, (iv) Register of Wage slips, (v) Register of leaves / Absentees.**
- g. Monthly payment should be made by the contractors to the labourers on the 7th of every month, by depositing the wages in the Bank Account of the labourers. In all such cases the deposit slip for the bank credit should be enclosed with the bill. The monthly wage sheet consisting of the following columns shall be presented while making payment to the labourers :
- Name of the Labourer/ Wages per day/ No of days duty/ No.of Weekly off days/Total days paid / Total amount paid. Also, the monthly bills of contractors shall be accompanied with the paid challans of EPF & ESI in favour of the labourers. These challans should be exclusively for the labourers of this contract only. The list of labourers showing the names / amount paid for EPF / ESI must be enclosed with the paid challans, duly attested by EPF / ESI authorities.
- h. 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.
- i. A notice showing the wages period shall be displayed at the place of work and a copy sent by the contractor to the Engineer-in-charge under acknowledgement.
- j. The contractor hereby undertakes to indemnify BSNL against all actions, suits, proceedings, claims, losses, damages etc., which may arise under Minimum Wages Act, Fatal Accident Act, Workmen Compensation Act, Shops & Establishment Act, Family Pension & Deposit Linked Insurance Scheme Contract Labour (Regulation and Abolition) Act 1970 or any other Act or statutes not herein specifically mentioned but having any direct or indirect application for the person(s) engaged under this contract by him.
- k. The contractor shall defend, indemnify and hold BSNL harmless from any liability, which may be imposed by the Central, State or local authorities and also from all claims, suits arising out of or by reason of the work provided by this contract including any liability that may arise out of accident, whether brought by the employees of the contractor or by the third parties or by the Central or State Government authority or any sub-division thereof.

l. BSNL shall not be responsible for any claim/compensation that may arise due to damages/injuries to the contractor's employee(s) under any circumstances while an employee(s) of the contractor is engaged in duty under the Contract.

m. (a) The contractor shall also be bound to discharge obligations as provided under various statutory enactment including the Employees Provident Fund & Miscellaneous Act, 1952, Employees Pension Scheme, 1995, ESI Act 1948, Contract Labour (Regulation and abolition) Act, 1970, Minimum Wages Act 1948, Payment of Wages Act 1936, Payment of Bonus Act, 1965, Payment of Gratuity Act, 1972, Workmen's compensation Act 1923, Works Contract Act, 1999 and other relevant Acts, Rules and Regulations in force and as amended from time to time and are in force in the State where the subject work under this Contract are executed.

(b) The engagement and employment of labourers and payment of wages to them as per existing provisions of various labour laws and regulations is the sole responsibility of the contractor and any breach of such laws or regulations shall be deemed to be breach of this contract. BSNL may ask the contractor to produce documents to verify that these provisions/laws are complied with by the contractor.

(c) All wages allied benefits such as leave, ESI, EPF, Gratuity , Bonus etc, shall be paid by the contractor and BSNL shall not incur any liability or additional expenditure whatsoever for personnel deployed.

n. The contractor shall at his own cost and initiative take out and maintain at all times until the completion of the contract/lease period, insurance policies in respect of workmen engaged by him for providing services under this contract, in order to keep himself as well as BSNL/Lessee fully indemnified from and against all claims whatsoever including but not limited to those arising out of the provisions contained in Workmen's Compensation Act, 1923. Should the Contractor fail to take out and/or keep afoot insurance as provided for in the foregoing paragraph, BSNL/Lessee shall be entitled (but without any obligation to do so) to take out and/or keep afoot such insurance at the cost and expense of the Contractor and without prejudice to any other rights or remedies of BSNL/Lessee in this behalf, to deduct the sum(s) incurred thereof from any amounts due to the Contractor.

1.5 Fines and deductions, which may be made from wages

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

(a) Fines

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

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

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

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

(f) 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.

(g) 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.

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

1.6 Labour records

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

1.6.1 (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.

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

- a) Full particulars of the 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

1.8 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.

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

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

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

1.12 Attendance card-cum wage slip

- 1.13 The contractor shall issue an **Attendance card cum wage slip** to each workman employed by him
- 1.14 The card shall be valid for each wage period.
- 1.15 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.
- 1.16 The card shall remain in possession of the worker during the wage period under reference.
- 1.17 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.
- 1.18 The contractor shall obtain the signature or thumb impression of the worker on the wage slip at the time of disbursement of wages and retain the card with him

1.19 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.

1.20 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.

1.21 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.

1.22 Power of labour officer to make investigations or enquiry

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

1.23 Report of Investigating Officer and action thereon

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

1.24 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.

1.25 Submission of Returns

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

1.26 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.

1.27 INSURANCE:

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

1.28. COMPLIANCE WITH LAWS AND REGULATION:

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

1.29. 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.

2. STANDARDS :-

The works to be executed under the contract shall conform to the specifications issued by Area DGMs/AGMs/DEs/SDEs.

3. PRICES :

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

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

4. SUB CONTRACTS :

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

5. SECURITY :

(i) **Material Security:**

- a. The successful tenderer will have to deposit material security, subject to a minimum of Rs.2 lakhs (Rs. Two Lakhs only) , in the form of bank guarantee (valid up to and including six months after, the period of the contract) from a Nationalised Bank / Scheduled bank and in the material security bond form provided in the bid document, under Annexure in Section – X (PART. A) Material Security can also be submitted in the form of Crossed Demand Draft drawn in favour of BSNL-CHENNAI TELEPHONES, issued by a schedule bank and payable at Chennai. The Material Security will be a non-interest bearing deposit, for any period whatsoever.
- b. The contractor at any point of time will not be issued stores costing more than material security. If due to any reason more stores have to be issued to the contractor, then the material security will be suitably enhanced. In this regard the decision of the Area.GM/DGM shall be final and binding.
- c. The proceeds of the material security shall be payable to BSNL as a compensation for any loss resulting from the contractor's failure to handle properly the materials issued to him under the contract.
- d. The Material security shall be released/refunded within a fortnight from the date of the payment of the last bill of the work under the contract or final settlement of material account whichever is later on production of “**No dues certificate**” from “**Engineer-in-charge**”.

(ii) SECURITY DEPOSIT (PERFORMANCE SECURITY)

- a. The successful tenderer shall have to pay a Security Deposit equal to 5% of the total estimated cost of work allotted to him within 14 days of issue of letter of intent. The EMD deposited by the successful bidders shall stand converted as a part of Security deposit. The balance amount of Security Deposit after adjusting EMD can be paid in the form of Bank Guarantee (which shall be valid for 36 months from the date of contract) from a Nationalised bank / scheduled bank as per the specimen in Annexure under Section X (PART B). The balance amount of Security deposit after adjusting EMD can also be submitted in the form of crossed demand draft drawn in favour of BSNL- CHENNAI TELEPHONES issued by a Nationalised Bank / schedule bank and payable at Chennai. NSIC registered bidders also to pay the above mentioned Performance Bank Guarantee.
 - b. The proceeds of the performance security shall be payable to BSNL as compensation for any loss resulting from the contractor's failure to complete its obligations under the contract.
 - c. The performance security deposit shall be refunded after expiry of six months from the date of last work executed provided there are no recoveries to be made arising out of poor quality of work, incomplete work and/or violation of any terms and conditions of the contract as stipulated in the bid document and on production of "Completion **certificate**" from "**Engineer-in-charge**".
 - d. No interest will be paid to the contractor on the security deposit.
2. The contractor should ensure that all workmen involved should be covered by adequate insurance scheme. In case any workman supplied by the bidder suffers injury/damage or meets with an accident during the discharge of duty the entire cost of compensation should be borne by the bidder and BSNL Chennai Telephones will stand indemnified against any claims/damage/Compensation. The sole responsibility for any legal or financial implication would vest with the bidder only. BSNL shall have no liability whatsoever.
7. The BSNL Chennai Telephones will not be responsible for payment of Compensation or medical expenses that may be arising out of injuries suffered, or permanent disability or death to the personnel of the successful bidder, while executing the work.
8. After acceptance of the contract, the BSNL Chennai Telephones reserves the right to terminate the contract giving 15 days of notice, with the forfeiture of Security Deposit besides blacklisting
- i) if any/all the terms and conditions of the contract is/are violated,
 - ii) If the execution of works is found to be not satisfactory, the decision of PGM(NW O) (North) BSNL Chennai Telephones will be final and binding in this regard.
9. BSNL shall not be responsible for any loss or damage incurred to the bidder as a result of the termination of the tender. BSNL shall be free to take due action for the appointment of the new bidder during the period under notice thereafter.
10. In case any loss/damage incurred to the BSNL property or to any other private/public sector/State/ Central Government property due to the negligence of the workmen supplied by the bidder while executing the work, the tenderer is fully responsible to reimburse the loss/damage so incurred. BSNL Chennai Telephones shall have no liability whatsoever.

11. a) All compensation or other sums of money payable by the contractor to the BSNL or to the Private/public Sector/State/Central Government authorities under the terms of the contract shall be realised from claim bills and / or his Security Deposit and in the event of this Security Deposit being reduced by reasons of any such deduction, he shall within 15 days thereafter make good in cash any sum or sums which may have been deducted from his Security Deposits, provided always that nothing contained in these conditions shall preclude the BSNL Chennai Telephones from taking such steps as may be deemed fit for receiving from him any sum or sums of money for any damage which he may be liable under the Terms and conditions of this contract over and above the amount of his Security Deposit.
- b) The contractor shall pay for any compensation under the Workman's Compensation Act or otherwise arising out of any injury or death caused to any workmen employed by them or to any BSNL staff.
12. The bidder is liable for any legal dispute/case/claims that have arisen or may arise during the currency of the tender in respect of the tender work. BSNL will not be liable for any loss, damages, etc suffered/to be suffered by the bidder or third party as the case may be.

13 PENALTY CLAUSE:

13.1 Late submission of Bills

13.1.1 In case of submission of bills beyond the stipulated time by the contractor and if the reason for the delay is found to be satisfactory, Pr.GM/GM NWO-(North) reserves to allow additional period of another two months. A penalty of 2% per week on total amount of bill shall be levied subject to maximum of 10% and shall be deducted on settlement.

13.1.2. Bills submitted after 3 months, after work completion is liable for rejection and claim will be forfeited

13.2 Delays in the contractor's performance :

13.2.1.(a) The time allowed for completion of the work as given in the work order shall be strictly adhered by the contractor and shall be **deemed to be the most important aspect of the contract on the part of the contractor as per order by BSNL**. The work shall, throughout the stipulated period of contract, be proceeded with all due diligence to achieve the desired progress uniformly, and the contractor shall pay a penalty an amount equal to 1% (one percent) of the amount (Minimum Rs. One thousand per week) of the incomplete work for first week of delay in completion of work, 2nd week 2%, third week 3% and so on subject to a maximum of 10% (Ten percent) of the cost of the work awarded.

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

- 13.2.2. On any date the penalty payable as above, reaches 10(ten) percent of the estimated cost of the work, the contractor should proceed with the work further only on getting a written instruction from the Assistant General Manager/Divisional Engineer that, he is allowed to proceed further with the work. It will be in the discretion of the Assistant General Manager/Divisional Engineer to allow the contractor to continue with the work on the basis of any written agreement reached between the contractor and the Assistant General Manager/Divisional Engineer one of the conditions of such agreement may be a stipulation for the contractor to agree for realization of penalty for delay at a higher rate as may be agreed between the Assistant General Manager/Divisional Engineer and contractor.
- 13.2.3 Penalty for delay in completion of the work shall be recoverable from the bills of the contractor and/or by adjustment from the security deposit or from the bills of any other contract. However, adjustment from security deposit will be made only when the contract has been terminated or at the time of final settlement of bills on completion of work.
- 13.2.4 In case of slow progress of the work in a section which have been awarded to a particular contractor, and the public interest does not permit extension of time limit for completion of the work, the Area Pr.GM/GM / Area ADDL.GM/DGM will have the full right to order that the scope of the contractor may be restricted to such fraction of the whole of the work and get the balance executed at the risk and cost of the contractor. The details are given in Rescission of the contract clause of the bid document. All such payments shall be recovered from the contractor's pending bills or security deposit.
- 13.2.5 The Area Pr.GM/GM/ADDL.GM/DGM/AGM/DE reserves the right to cancel the contract and forfeit the security deposit if the contractor fails to commence the work within 24 hours after issue of the work order for Rehabilitation of Pillars, Excavation and Reinstatement of pits and trenches for attending U/G cable fault in different types of soils and its associated works.

13.3 Penalty for causing inconvenience to the public :

13.3.1 To ensure progress during the execution of work and to cause minimum inconvenience to the public, under any circumstances the trench shall not be kept open for more than 2 days by the contractor. Failing to comply with, these conditions, a penalty of recovery up to Rs.300/- per day the trench is kept open beyond the time limit allowed may be imposed by BSNL. This penalty will be in addition to that payable for delay or slow work. The contractor is liable for legal/accident cases arising out of the trench being kept open.

13.3.2. The contractor shall not be allowed to dump the waste materials in BSNL/Govt./ Public place, which may cause inconvenience to BSNL/Govt/Public. If the contractor does not dispose off the waste materials within 3 days of becoming empty, the department is at liberty to dispose off the same 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 Rupees One thousand for each such default.

13.3.3 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 GM / DGM shall be final and binding.

13.4 Penalty for cutting/damaging the old cable :

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

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

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

13.5 Penalty to damage jointing kits / materials supplied by BSNL while laying :

13.5.1 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.

13.5.2 In case of damage to PIJF cables, while trenching, 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.

13.5.3. However, contractor will not be penalized for any defect in workmanship of the materials, supplied 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 the 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.

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

14.2.1 Measurement of works executed since the date of last measurement and up to the date of rescission of contract shall be taken in the presence of the contractor or his authorized representative who shall sign the same. 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 approved 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 a 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 GM / DGM shall be final and binding. In all these cases, expenses which may be incurred in excess of the sum which would have been paid to the original contractor if the whole work had been executed by him shall be borne and paid by the original contractor and shall be deducted from any money due to him by BSNL under the contract or any other account whatsoever any where in BSNL or from a security deposit.

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

14.3 **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 arise thereafter to BSNL.

14.4 **Optional Termination by BSNL (Other than due 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 forthwith clear the site of all the contractor's materials, machinery and equipments and hand over possession of the work / operations concerned to BSNL or as BSNL may direct.

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 with such items without any compensation whatsoever to the contractor.

14.5 Issuance of Notice.

14.5.1 The Divisional Engineer in-charge of work shall issue **show cause notice** giving details of lapses, violation of terms and conditions of the contract, wrongful delays or suspension of work or slow progress to the contractor directing the contractor to take corrective action. A definite time schedule for corrective action shall be mentioned in the show cause notice. If the contractor fails to take corrective action within the stipulated time frame, the Divisional Engineer in-charge shall submit a draft the 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 Divisional Engineer in-charge of work to be removed with proper records.
- c) No new construction beneficial to the contractor shall be allowed.
- d) Adequate 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 and against all action, suits, proceedings, works, cost, damages, charges claims and demands of every nature and descriptions, brought or procured against BSNL, its officers and employees and forthwith upon demand and without protest or demur to pay to BSNL any and all losses and damages and cost (inclusive between attorney and client) and all costs incurred in endorsing this or any other indemnity or security which BSNL may now or at any time have relative to the work or the contractors obligation or in protecting or endorsing its right in any suit on other legal proceeding, charges and expense and liabilities resulting from or incidental or in connection with injury, damages of the contractor or damage to property resulting from or arising out of or in any way connected with or incidental to the operations caused by the contract documents. In addition the contractor shall reimburse BSNL or pay to BSNL forthwith on demand without protest or demur all cost, charges and expenses and losses and damages otherwise incurred by it in consequences of any claim, damages and actions which may be brought against BSNL arising out of or

incidental to or in connection with the operation covered by the contractor.

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.

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

17. Arbitration clause :

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 parties shall thereupon make every effort to settle the same amicably within a period of 60(sixty) days from the date of making of such request.

17.2 Where parties are unable to settle the disputes through conciliation, the same shall be referred to the authority in BSNL(CMD/CGM/GMTD, as the case may be) for referral of such disputes to a sole arbitrator (chosen from the name(s) provided by BSNL), to be mutually decided by the parties, as per the provisions of the Arbitration and Conciliation Act, 1996, any amendment thereof, and any notification issued or rules made there under from time to time.

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

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

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

- 17.3.3 Each party should submit its own claim severally and may oppose the claim put forward by the other party
- 17.3.4 The onus of establishing his claims will be left to the contractor.
- 17.3.5 Once a claim has been included in the submission by the contractor, a reiteration or modification thereof will be opposed.
- 17.3.6 The “ points of defence “ will be based on actual conditions of the contract.
- 17.3.7 Claims in the nature of ex-gratia payments shall not be entertained by the Arbitrator as these are not contractual.
- 17.3.8 The question whether these conditions are equitable shall not receive any consideration in the preparation of “ points of defence “
- 17.3.9 If the contractor includes such claims in his submission, the fact that they are not contractual will be prominently placed before the Arbitrator. The award of the sole Arbitrator shall be final and binding on all the parties to the dispute.
- 17.4 This Contract/PO is subject to Jurisdiction of Court at Chennai only.

18 PAYMENT TERMS

- 18.1 All the payment will be made through National Electronic Fund Transfer (NEFT). The Service provider has to submit duly fill up Vender Master Form(enclosing a cancelled cheque leaf)
- 18.2 The contractor shall submit the bill on monthly basis within 15 days of expiry of the calendar month to the designated officer.
- 18.3 Payment will be made after due verification on the services performed on monthly basis against the bills submitted. Income Tax will be deducted against the bills submitted. The printed invoice shall indicate the GST Registration number.
- 18.4 Along with the bill the following information should be furnished. Each bill of the contractor must accompany the
- (i) Copy of attendance Register/Wage Register with acquaintance
 - (ii) Amount of EPF contribution of both employer and employee for the duration of engagement, paid to EPF authorities.
 - (iii) Copies of authenticated documents of such payments and a declaration from the contractor regarding compliance of the conditions of EPF Act 1952.
 - (iv) Copy of ESI payment challan to be enclosed.
 - (v) Copy of the Work order issued.
 - (vi) 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
 - (vii) Diagram/Drawings etc. if applicable
 - (viii) Details of faults indicating Date of fault occurrence and date of restoration /Pillar Number/Sample Telephone Numbers affected with address
 - (ix) Measurement Book clearly indicating date of commencement of work, date of completion, location of fault, Pillar Number, trench size in cubic metre duly countersigned by JTO / SDE / DE – in – Charge

19. CHANGES IN WORK ORDER.

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

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

20. SET OFF:

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

21. AGREEMENT: The successful bidder will sign an agreement as mentioned in clause 24.1 of 'Instructions to Bidders'. Specimen agreement form is enclosed in section X

22. COURT JURISDICTION:

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

22.2 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 Competent Court at the place from where Contract/PO has been issued. **'This Contract / PO is subject to jurisdiction of Court at Chennai'**

SECTION VII

NO NEAR RELATIVE CERTIFICATE

E-TENDER No. DGM (NWO-NE)/UG CF/MDF to Pillar/2020-21/4 dt 21.09.2020

Due to open on 14.10.2020

To

The Dy. General Manager (NW O -NE),
Chennai Telephones,
Flower Bazaar Telephone Exchange , CHENNAI-1.

Dear Sir,

“IS/oR/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 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:.....

(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”

Signature of the Bidder

Section VIII

NON BLACK LISTING CERTIFICATE

E-TENDER No. DGM (NWO-NE)/UG CF/MDF to Pillar/2020-21/4 dt 21.09.2020

Due to open on 14.10.2020

To

The Dy. General Manager (NW O -NE),
Chennai Telephones,
Flower Bazaar Telephone Exchange , CHENNAI-1.

Dear Sir,

We hereby certify that we have not been black listed by any BSNL Circle or any other Government Departments at any time so far.

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

Signature:.....

(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”

Signature of the Bidder

SECTION – IX

BID SECURITY FORM

E-TENDER No. DGM (NWO-NE)/UG CF/MDF to Pillar/2020-21/4 dt 21.09.2020

Whereas (hereinafter called "the Bidder") has submitted its bid dated..... to execute the work of Laying of U/G cables & attending U/G cable faults in different Types of soils from MDF to last pillars in DGM (NWO) North East comprising of Flower Bazaar and Harbour Divisions & DGM (O&M) Kalmandapam comprising of Kalmandapam & Ennore Divisions of BSNL, Chennai Telephones under Principal General Manager (North), Chennai Telephones vide E-TENDER No. DGM (NWO-NE)/UG CF/MDF to Pillar/2020-21/4 dt 21.09.2020

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 from the date of opening of BID Document upto ----- and including SIXTY (60) days after the Period of bid validity (180days) and any demand in respect thereof should reach the Bank not later than the specified date/dates.

Signature of the Bank Authority.

Name
Signed in Capacity of

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

SECTION X
PART A
MATERIAL SECURITY BOND

E-TENDER No. DGM (NWO-NE)/UG CF/MDF to Pillar/2020-21/4 dt 21.09.2020

Whereas (hereinafter called “ the Contractor”) has been awarded the contract of Laying of U/G cables & attending U/G cable faults in different Types of soils from MDF to last pillars in DGM (NWO) North East comprising of Flower Bazaar and Harbour Divisions & DGM (O&M) Kalmandapam comprising of Kalmandapam & Ennore Divisions of BSNL, Chennai Telephones under Pr. General Manager (North), Chennai Telephones as per E-TENDER No. DGM (NWO-NE)/UG CF/MDF to Pillar/2020-21/4 dt 21.09.2020

KNOW ALL MEN by these Presents that WE OF..... having our registered office at(herein called the “the contractor”) are bound unto(hereinafter called “BSNL”) in the sum of for which payment will and truly to be made of the said BSNL, the Bank binds itself, its successors and assigns by these presents.

THE CONDITIONS of the obligation are:

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

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

This guarantee will remain in the force up to and including 36 months from the Period of Contract validity, and any demand in respect thereof should reach the Bank not later than the above date.

Authorised signatory of the Bank
Name
Signed in Capacity of

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

SECTION – X
PART B

PERFORMANCE SECURITY GUARANTEE BOND

E-TENDER No. DGM (NWO-NE)/UG CF/MDF to Pillar/2020-21/4 dt 21.09.2020

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 Laying of U/G cables & attending U/G cable faults in different Types of soils from MDF to last pillars in DGM (NWO) North East comprising of Flower Bazaar and Harbour Divisions & DGM (O&M) Kalmandapam comprising of Kalmandapam & Ennore Divisions of BSNL, Chennai Telephones vide E-TENDER No. DGM (NWO-NE)/UG CF/MDF to Pillar/2020-21/4 dt 21.09.2020, hereinafter called „the said agreement“), of security deposit for the due fulfilment 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 for a period of 36 months from to and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the BSNL, Chennai Telephones, under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till (office /department) BSNL, Chennai Telephones, certifies that the terms and conditions of the said agreement have been fully or properly carried out by the said contractor(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing or before the expiry of THREE YEARS from the date hereof, we shall be discharged from all liabilities under this guarantee thereof.

5. We (name of the bank) _____ further agree with the BSNL, Chennai Telephones, that the BSNL, Chennai Telephones, shall have the fullest liberty without our consent and without affecting any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend the time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the BSNL, Chennai Telephones, against the said contractor(s) or to forbear 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

Section XI

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

LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

E-TENDER No. DGM (NWO-NE)/UG CF/MDF to Pillar/2020-21/4 dt 21.09.2020

To

Subject: Authorisation for attending bid opening on 14.10.2020 of the tender
E-TENDER No. DGM (NWO-NE)/UG CF/MDF to Pillar/2020-21/4 dt
21.09.2020

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

Name

Specimen Signatures

Alternate
Representative

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

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

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

SECTION XII TENDERER'S PROFILE

S.No:	TOPIC	CONTENT	
1.	Name of the Tenderer / firm		
2.	Name of the person submitting the tender whose Photograph is affixed	Shri / Smt.	<p>In case of Proprietary / Partnership firms, the tender has to be signed by Proprietor / Partner only, as the case may be, otherwise the tender / bid shall be treated as invalid and rejected by the Tender opening committee.</p>
		Passport size Photograph of the Tenderer / authorized Signatory holding Power of Attorney	
3.	Address of the firm		
4.	Communication Address		
5.	Telephone No: (with STD code)	(O) (R) (Fax)	
6.	Registration & incorporation particulars of the firm (Please attach attested copies of documents of registration / incorporation of your firm with the competent authority as required by business law)	Proprietorship	
		Partnership	
		Private Limited	
		Public Limited	

7.	Name of Proprietor / Partners / Directors	
8.	Certified that we have not been "black listed "from participating in BSNL Tender.	
9.	Tenderer Bank, Bank address and his current account number	
10.	Permanent Income Tax number (PAN NO), Income Tax circle	
11.	Infrastructural capabilities	<ol style="list-style-type: none"> 1. Capacity of Trenching per day 2. Particulars of vehicle available with the tenderer 3. Particulars of other machines possessed by the contractor which can help in trenching, cable laying and cable pulling:
12.	Details of Technical and supervisory staff	
13.	Details of experience for at least 3 years (copies of documentary proof to be attached during 2015 - 2020)	
14	<u>Additional information</u> Have you obtained Labour license : i. If yes, give License No. & enclose self attested copy ii. If no, do you agree to get the License as soon as the Contract is awarded iii. Are you employing Child labour	

<p>IV. Are you Contributing EPF regularly to your Employees?</p> <p>(a) If Yes, Registration Particulars may be furnished</p> <p>(b) If no, are you exempted from EPF ACT? Otherwise do you agree to pay EPF contribution regularly, in case Tender is awarded?</p> <p>V. Are you Contributing ESI regularly to your employees ?</p> <p>(c) If yes, Registration particulars may be furnished</p> <p>(d) If not, are you exempted from ESI ACT? Otherwise do you agree to pay ESI contribution regularly, in case tender is awarded</p>	
---	--

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

Place:

Date:

Signature of the Bidder / Authorized signatory
(Name of the Tenderer)
(Seal of the Tenderer)

SECTION XIII
BID FORM

E-TENDER No. DGM (NWO-NE)/UG CF/MDF to Pillar/2020-21/4 dt 21.09.2020

Dy. General Manager (NWO) NE,
BSNL-CHENNAI TELEPHONES,
Flower Bazaar Telephone Exch, Chennai – 600 002.

Dear Sir,

Having examined the conditions of contract and specifications including addenda No. the receipt of which is hereby duly acknowledged, we, undersigned, offer to execute the work of Laying of U/G cables & attending U/G cable faults in different Types of soils from MDF to last pillars in DGM (NWO) North East comprising of Flower Bazaar and Harbour Divisions & DGM (O&M) Kalmandapam comprising of Kalmandapam & Ennore Divisions of BSNL-CHENNAI TELEPHONES on award of contract and specifications given, conditions of contract and specifications as may be ascertained in accordance with the schedule of prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, we will execute the work in accordance with specifications, time limits & terms and conditions stipulated in the tender document.

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

Until a format Agreement is prepared and executed, this Bid 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.

Dated thisday of**2020**

Signature of Authorized Signatory.....

In capacity of

Duly authorized to sign the bid for and on behalf of

Witness

Address

Signature

Signature of Bidder with seal

SECTION – XIV

**RATES OF EMPTY CABLE
DRUMS**

These are the rates of the empty cable drums which to be deducted from contractor's bills as per terms and conditions of the tender document.

S.NO	Size of drum	Rate of disposal in Rs. For each drum
1	1200 Pair and above	650
2	800 Pairs	600
3	400 Pairs	450
4.	200 pairs	300
5.	100 pairs	200
6.	50 pairs	150
7.	20 pairs	125
8.	5 / 10 pairs	100

Note: These are fixed rates and no variation shall be acceptable from these rates.

SECTION XV

STANDARD SCHEDULE OF RATES			
Standard schedule of Basic rates (Inclusive of Bonus component) for U.G. Copper Cable Construction, Rehabilitation Works ,in Chennai Telephones			
Sl. No.	DESCRIPTION OF ITEM	UNIT	Scheduled Rate in Rs.
	Excavating trenches of ‘A” type (including back filling compacting – after laying the cables and removing excess earth from the site)		
1	In Non – Surfaced Strata		
1.1	All kinds of soil other than Hard / Semi Hard / Clay Soil	Per Mtr	116.50
1.2	Rocky (Boulders) Strata	Per Mtr	925.69
1.3	Hard / Semi Hard / Clay soil	Per Mtr	174.75
2	Surfaced Strata		
2.1	Footpaths		
2.1.1	Tiled	Per Mtr	193.43
2.1.2	Cement Concrete	Per Mtr	218.29
2.2	Along Road Side		
2.2.1	Tarmac / Asphalt	Per Mtr	184.49
2.2.2	Cement Concrete Roads	Per Mtr	298.98
2.3	Road Crossing		
2.3.1	Tarmac	Per Mtr	199.27
2.3.2	Re – inforced Cement Concrete	Per Mtr	386.92
3	Road crossing through Horizontal Boring Method & inserting 100/150 mm dia G.I pipes (BSNL will supply GI pipes only in lengths of approximately 6 metres)	Per metre	
	Laying and fixing of GI pipes on Bridges and culverts.		
3.1	Upto 40 mm dia	Per Metre	37.06
3.2	Above 40 mm & upto 80 mm dia	Per Metre	44.95
3.3	Above 80 mm dia	Per Metre	52.84
	BSNL will supply only GI pipes in lengths of Approx. 6 Metres. The rates includes Transportation from stores.		

4	Laying, fixing and sealing of full round RCC pipes on Road		
4.1	Upto 150 mm dia	Per Metre	61.14
4.2	Above 150 mm & upto 225mm dia	Per Metre	75.92
4.3	Above 225 mm dia	Per Metre	90.70
BSNL will supply only full round RCC Pipes in lengths of two metres with collars. The clamps, sealing cement and other accessories required for sealing and coupling the Pipes and PP Rope will be supplied by the contractor. All Materials including Water for curing required for the work shall be arranged by the contractor. BSNL will supply only UG Cables.			
5	Pulling and laying of cables in trenches and pipes		
	For cables Up to 50 Pairs	Per Metre	9.42
	For cables 100 Pairs.	Per Metre	18.10
	For cables 200 Pairs.	Per Metre	18.10
	For cables 400 Pairs.	Per Metre	82.95
	For cables 800 Pairs.	Per Metre	106.77
	For cables 1200 Pairs and above	Per Metre	107.32
	BSNL will supply all types of UG cables		
6	Providing warning/protection Layers		
	Placing half round RCC pipes /stone slabs/Pre-cast RCC Slab	Per Metre	9.63
BSNL will supply only HR RCC pipe/stone slabs/pre cast RCC slabs.			

7	JOINTING OF CABLES:		
Straight, Branch Joint including taking pit of 1:1:1 Mtr for joints, jointing cables, testing pairs end to end, joint closing & pit closing.			
	50 pairs	Per Joint	1250.17
	100 Pairs	Per Joint	1508.89
	200 Pairs	Per Joint	1767.61
	400 Pairs	Per Joint	2285.05
	Above 400 Pairs, additional Rates payable per 100 Pairs in excess of 400 Pairs	Per Joint	258.72
	For 800 Pairs	Per Joint	3319.93
	For 1200 Pairs	Per Joint	4354.81
BSNL will supply Jointing Kits & Modular Connectors, if jointing is asked to be done using Modular Connectors. The Contractor shall arrange for required Tools, PVC Sleeves, Consumables and other misc. Items			
8	Teeing works and Testing and Removal of Tee		
	Teeing works and Testing and Removal of Tee		
	Teeing per Pair	Per Pair	22.79
	Releasing per Pair	Per Pair	22.79
BSNL will supply Jointing Kits & Modular Connectors, if teeing is asked to be done using Modular Connectors. The Contractor shall arrange for required Tools, and other misc. items, viz PVC sleeves, consumables sleeves, consumables etc.			
9	Documentation (6 copies of bound document =1 set) The documentation shall be done as per Specifications and scope mentioned in the work order issued.		1697.00

10	Construction of Plinth for Pillars upto 1000 Pairs		10300.95
	Erection, Painting and Sign Writing of Pillars		
	Erection		
	For Pillars upto 1000 pairs	Per unit	395.75
	For Pillars above 1000 pairs	Per unit	487.08
	Painting and Sign Writing		
	For Pillars upto 1000 pairs	Per unit	791.51
	For Pillars above 1000 pairs	Per unit	1065.49
BSNL will supply only Pillar shells. Other material including GI Plates, copper wire, Enamel paint, RCC material, water for curing, bolt nut etc. shall be arranged by the contractor. The rates include transportation, loading and unloading from stores to the site.			
11	Termination of Cables in newly erected Pillars and MDF		
	Termination of cables in MDFs	Per 100 Pairs	853.78
	Termination of cables in Pillars	Per 100 Pairs	853.78
BSNL will supply only CT boxes for Pillars and Tag Block for MDF. The contractor shall arrange standard tools and equipment and consumables required for carrying out the work.			
12	Erection, Termination, Painting & Sign writing of new DPs :		
	Erection, Termination, Painting and Sign Writing Internal DPs 5/10 Pairs	Each DP	319.92
	Erection, Termination, Painting and Sign Writing Internal DPs 20 Pairs	Each DP	364.14
Opening of Internal DPs, fixing DP box 5/10/20, fixing "A" class GI pipe 1" inch dia 4.5 mtr length, drawing tail cable, cable termination, DP sign writing including tail joint (for new DPs). BSNL will supply only UG cable and DP box. All other materials such as clamp/accessories for erection are to be supplied by the contractor, including transportation of material to the desired site			

**Approved Standard Schedule of Basic Rates FOR RECTIFICATION OF
UG COPPER CABLE FAULT Works for Area “A”**

Sl.	DESCRIPTION OF ITEM	UNIT	Basic Rate
13	Trenching trial pits for locating cable		
	Trenching trial pits locating the existing / faulty UG Cable of Trench size(45 cm top 30 cm bottom & 100 cm Depth) for kutcha surface	Per Metre	116.50
	Trenching trial pits locating the existing / faulty UG Cable of Trench size(45 cm top 30 cm bottom & 100 cm Depth) for Hard Soil / Asphalt area	Per Metre	184.89
	Trenching trial pits locating the existing / faulty UG Cable of Trench size(45 cm top 30 cm bottom & 100 cm Depth) for Soft integrated rock / Cemented area	Per Metre	218.29
14	Trenching pits for exposing existing cable		
	(Cases where no further operation on cables is involved)		
	Trenching pit for exposing the existing / faulty UG Cable for kutcha surface	Per cum	310.67
	Trenching pit for exposing the existing / faulty UG Cable for Asphalt area	Per cum	491.97
	Trenching pit for exposing the existing / faulty UG Cable for Cemented area	Per cum	582.11

The above rate includes trenching, backfilling, compacting, levelling, removing excess earth from the site, watering, dewatering, diversion of traffic, arranging night signal & Caution boards etc.

Approved Standard Schedule of Basic Rates for Upgradation/Rehabilitation Works for Area "A"

SL.NO	DESCRIPTION OF WORK	UNIT	Approved Rates for Area "A" in Rs.
15	Hamilton Standards		
	Recovery of Assembled AB/A4BC Post and Transporting to specified sites	Each	282.99
16	DPs: Opening of new Internal DPs, Fixing of new DP Box 5/10/20, Fixing of Hard PVC Water Pipe 1" Dia, 2 Mtr. Length, Drawing Tail Cable, Cable Termination, DP Sign Writing including Tail Joint (For New DPs). BSNL will supply only UG Cable and DP Box Materials. All other Materials are to be supplied by the Contractor including Transportation of Materials to the desired site.		
	Fixing 5/10 Pr. Internal new DP including Termination. DP Boxes will be supplied by BSNL	Each	91.60
	DP Sign Writing new Internal/Wall DP	Each	54.96
	Preparation and supply of DP Card for new Wall/Internal DPs including preparation of Pillar No./MF No./Pillar In & Out, DP Tag, No.Telephone/Circuit No.	Each connection with complete details	14.66
	Straight, Branch Joint including taking Pit for Joints, Jointing Cables, Testing Pairs end to end, Joint closing & Pit closing. Jointing Kit supplied by BSNL (per joint)	50 Pairs	439.68

17	Opening of new Internal DPs		
	Supply of Hard PVC Water Pipe of 1" Dia (1.5 mm Wall Thickness) and burying at a depth of 60 cm including supply of PVC Pipes, Fixing Accessories and Transportation	Metre	44.34
	Supply of Hard PVC Water Pipe of 1.5" Dia (1.5 mm Wall Thickness) and burying at a depth of 60 cm including supply of PVC Pipes, Fixing Accessories and Transportation	Metre	69.47
	Supply of Hard PVC Water Pipe of 1" Dia (1.5 mm Wall Thickness) and fixing on the wall upto 2.5 Mtr. Height including Supply, Fixing Accessories and Transportation	Metre	45.82
	Supply of Hard PVC Water Pipe of 1.5" Dia (1.5 mm Wall Thickness) and fixing on the wall upto 2.5 Mtr. Height including Supply, Fixing Accessories and Transportation	Metre	63.55
	Fitting Hard PVC Water Pipe of 3.4" Dia (1.5 mm Wall Thickness) on Wall and Drawing of PVC Twin (including Pipe),Clamp cost	Metre	31.04
	Drawing of Cable Sizes 5,10,20 Pair through PVC Pipes (Cable will be supplied by BSNL). Rates inclusive of Transportation cost	Metre	3.87
	Drawing of Cable Sizes 50, 100 Pair through PVC Pipes (Cable will be supplied by BSNL). Rates inclusive of Transportation cost	Metre	5.72
	Drawing of PVC Twin Wire/Drop Wire in the Sub's Premises inside the PVC Pipes including fixing of LJU (Wire/LJU will be supplied by BSNL). Rates inclusive of Transportation Cost	Metre	3.68
	Erection of Drop Wire/Recovery of Drop Wire including Transportation of new Drop Wire to site / Recovered Drop Wire to Stores	Metre	2.04
	Clipping / Clamping of UG Cables in the wall up to 50 pairs	Metre	4.40
	Erection of 5 pair overhead	Metre	2.69

18	PILLAR RELATED WORKS		
	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
	Providing Wire Mesh for 800/1000 Pair Pillar Doors & Painting cost inclusive of Material and Transportation	Each	812.19
	Providing Wire Mesh for 1600/2000 Pair Pillar Doors & Painting cost inclusive of Material and Transportation	Each	1447.29
	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
	CT Box Erection in the Pillar & the Building Premises CT Box will be supplied by BSNL Rates inclusive of Transportation	Each	161.83
	Termination of Cable in CT Box	Per Pair	6.10
	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
	Mini Pillar Erection including fixing of CT Box and Transportation	Per Pillar	244.27
	Removing Worn-out Modules in the Pillar/CT Box replacing new Modules including Termination/Re-Termination of Cables/ Jumpers	Per Module	26.27
19	Welding in Pillar - Single Door		
	Welding of Front L Angle	Each	900.00
	Welding of Centre Beam	Each	200.00
	Welding of Pillar Back side(New Metal Sheet of 1½ feet)	Each	800.00

	Welding of Pillar with New Metal Sheet on both sides(New Metal Sheet of 1½ feet)	Each side	350.00
	Pillar inside Sand filling and Cement packing	Each	1300.00
	Welding of 2 Keels on the Door	For 2 Keels	200.00
	Welding New Metal Sheet of 1½ feet & Replacement	Per Sq feet	200.00
	Welding of Pillar Legs with material	Each	200.00
	Welding of Mesh for Single Door with material	Each	1000.00
20	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
21	JCB hiring charges Minimum 3Hours	minimum 3 hours	1800
22	HDD		
	Upto 60mm dia / 200 pair cable	Per meter	500.00
	61 to 100mm dia / 400 pair cable	Per meter	500.00
	151mm to 200mm dia / 800 or 1200 Pair cable	Per meter	700.00
	151mm to 200mm dia /for Multiple cables. 3x200 / 2x400 Pair Cable	Per meter	700.00

SECTION XVI – FINANCIAL BID

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

Sub. : Our Financial Bid for Laying of U/G cables & attending U/G cable faults in different Types of soils from MDF to last pillars in DGM (NWO) North East comprising of Flower Bazaar and Harbour Divisions & DGM (O&M) Kalmandapam comprising of Kalmandapam & Ennore Divisions OF BSNL-CHENNAI TELEPHONES

Ref. : E-TENDER No. DGM (NWO-NE)/UG CF/MDF to Pillar/2020-21/4 dt 21.09.2020

Dear Sir,

Having examined the tender documents, terms and conditions stipulated therein, specifications of work etc., and **paid EMD**, we, the undersigned, offer to execute the, for Laying of U/G cables & attending U/G cable faults in different Types of soils from MDF to last pillars in DGM (NWO) North East comprising of Flower Bazaar and Harbour Divisions & DGM (O&M) Kalmandapam comprising of Kalmandapam & Ennore Divisions of BSNL-CHTD 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 Section XV of standard scheduled rates (Basic Rate)	Quotation
AT PAR	In figures%
	In words
OR	
ABOVE	In figures%
	In words Per cent

RATES ARE INCLUSIVE OF ALL TAXES & LEVIES EXCLUDING SERVICE TAX 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/...../.....

SECTION – XVII

AGREEMENT (SPECIMEN)

The successful bidder shall have to execute the following agreement ;

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

Where as the contractor has offered to enter into contract with the said BSNL or the work of
for Laying of U/G cables & attending U/G cable faults in different Types of soils from MDF
to last pillars in DGM (NWO) North East comprising of Flower Bazaar and Harbour
Divisions & DGM (O&M) Kalmandapam comprising of Kalmandapam & Ennore Divisions
OF BSNL-CHENNAI TELEPHONES on the terms and conditions herein contained and the
rates approved by the BSNL-CHENNAI TELEPHONES (copy of Rates annexed) have
been duly accepted and where as the necessary security deposits have been furnished in
accordance with the provisions of the tender document and whereas no interest will be
claimed on the security deposits.

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

- 1) The Contractor shall, during the period of this contract that is to say from to
..... Or completion of work for Rs. (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 labourers 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 Excavation and reinstatement of pits and Trenches
for attending U/G cable faults in different types of soil, Cable laying, Cable jointing works in
HBR External and FBR External Divisions under DGM (NWO) NE and in
Kalmandapam & Ennore Divisions under DGM (O&M) OF BSNL-CHENNAI TELEPHONES
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 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 work 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 herein above written.

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

Witness:

1.

2.

Signed, Sealed & Delivered on
behalf of
Pr.GM/GM (N) BSNL Chennai
Telephones

Witness:

1.

2.

ANNEXURE – A

UNDERTAKING

- (1) Have you obtained labour license? Yes or No
 - (i) If yes, give license No. and enclose a copy
 - (ii) If no, do you agree to get the license as soon as the contract is agreed?
- (2) Are you employing child labour?
- (3) Are you paying EPF contribution to your employees regularly?
 - (i) If Yes, registration particulars under EPF may be furnished and enclose a copy.
 - (ii) If No, are you exempted from EPF as per provision of the EPF Act?
 - (iii) Do you agree to pay the EPF contribution regularly?

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

Sign of the Contractor: _____ :
Name _____ :
Relationship with the company _____ :

Date:

Signature of the Bidder

ANNEXURE – B

CERTIFICATE OF MINIMUM WAGES TO BE SUBMITTED BY THE TENDERER

I/We

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

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

Date:

Place:

Signature of the bidder with seal

ANNEXURE -C



VENDOR MASTER FORM



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

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

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

Name* : _____

Address * : _____

Town/District* : _____

City* : _____

State* : _____

Posta/Pin code* : _____ Country* : _____

Contact Details:

Telephone Number : _____ Fax No. : _____

Email_id : _____
(Mandatory for E-Tendering)

Name of Contact Person : _____ Mobile No. : _____

Alternate Contact Person : _____ Mobile No. : _____

Tax information:

PAN : _____

Service Tax reg. no. : _____

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

Tax Registration no.
(for Foreign Vendors) : _____

Income Tax Exemption details:

IT exemption no. : _____ IT exemption rate : _____

IT Exemption date : _____

IT exemption date from : _____ IT exemption date to : _____

Excise Details:

Excise reg. no. :

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 E 1

UNDERTAKING & DECLARATION

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

a). **Certified that**

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

b). **the bidder hereby covenants and declares that:**

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

Date:

Place:

Signature of the Bidder

Name of bidder along with date & seal

CLAUSE BY CLAUSE COMPLIANCE

ANNEXURE E2

I,....., authorized signatory of the contractor M/S....., certify that I fully agree and comply with all the clauses and sub-clauses from Page No 1 to 87 of this tender document

(Signature of the authorized signatory)

(With seal and contact numbers)

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

SECTION –XVIII

Procedure for issue / receipt of materials to the contractor

1. General

The materials shall be issued to the contractors solely for the bonafide requirements of works under DGM (NWO) NE of BSNL, Chennai Telephones required to be executed against the work order. The Sub Divisional Engineer shall maintain numerical account of stores in form ACE-8 so as to ensure that the aggregate of the quantities of any or all materials issued to a contractor, from time to time, for use on a work remains within the estimated requirement of the work.

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

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

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

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

SECTION XIX
Annexure- A 1
Form No. DTS/UGCC/013
Material Requisition Slip (In Triplicate)

From M/s _____

No. _____

Dated _____

To _____

Work Order No. _____ Estimate No. _____

Kindly issue the following stores for _____ works.

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

Place _____

Date _____

Signature _____

Name of the authorized _____

Personnel Seal of the firm _____

The above store may be issued

Signature of the SDE

In-charge of the work _____

With seal

Store issued

Signature of the store

In-charge with seal _____

Stores received as above

Signature of the authorized

Personnel with seal of the firm _____

Copy to: SDE In-Charge of the works.

Note:

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

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

No. _____
Dated. _____

From.: M/S. _____

Work Order No. _____

Estimate No. _____

Sir,

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

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

Place _____
Date _____

Signature _____
Name of the authorized Personnel _____

Seal of the firm

The above store may be taken to stock

Store received

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

Signature of the store-in charge
with seal

Stores deposited as above

Signature of the authorized personnel with
seal of the firm

Copy to: SDE in-charge of the works.

SECTION - XIX
Annexure- A3
Form NO. DTS/UGCC/ 006
Site Order Book

Work Order No. _____

Name of the Contractor _____

Name of the work _____

Date of commencement of work _____

Period of completion _____

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

SECTION - XIX

Annexure-C

Form No. DTS/UGCC/025

Part-A

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

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

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

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

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

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

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

Signature of the Contractor _____
Date _____

For Office use only

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

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

Signature of Site Engineer
Date

SECTION – XIX

Annexure- C

Form No. DTS/UGCC026

PART-B

APPLICATION FOR EXTENSION OF TIME

(To be filled in by the Engineer-in-charge of work)

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

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

9. Submitted to competent authority for consideration

Signature of
Engineer
Date

SECTION – XIX
Annexure-D
Form No. DTS/UGCC/027

HINDRANCE REGISTER (FRONT PAGE)

..

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

(FORMAT FOR INSIDE PAGES)

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

SECTION XX
(Standard Tender Enquiry Document)

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

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

5.1	The supplied equipment does not perform satisfactory in the field in accordance with the specifications mentioned in the PO/ WO/Contract.	i) If the material is not at all acceptable, then return the non-acceptable material (or its part) & recover its cost, if paid, from the o/s bills/ PG/ SD. OR ii) If the material is inducted in network & it is not possible to return it and/ or material is acceptable with degraded performance, the purchaser may determine the price for degraded equipment (Financial penalty = Price – price determined for degraded equipment) himself and/ or through a committee. Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD.
5.2	Major quality problems (as established by a joint team / committee of User unit(s) and QA Circle) / performance problems and non-rectification of defects (based on reports of field units and QA circle).	i) If the material is not at all acceptable, then return the non-acceptable material (or its part) & recover its cost, if paid, from the o/s bills/ PG/ SD; OR ii) If the material is inducted in network & it is not possible to return it and/ or material is acceptable with degraded performance, the purchaser may determine the price for degraded equipment (Financial penalty = Price – price determined for degraded equipment) himself and/ or through a committee. Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD; and iii) Withdrawal of TSEC/ IA issued by QA Circle.
6	Submission of claims to BSNL against a contract	i) Recovery of over payment from the outstanding dues of Vendor including EMD/ PG & SD etc. and by invoking 'Set off' clause 21 of Section 5 Part A or by any other legal tenable manner. ii) Banning of Business for 3 years from date of issue of banning order or till the date of recovery of over payment in full, whichever is later.
(a) for amount already paid by BSNL .		
(b) for Quantity in excess of that supplied by Vendor to BSNL.		
c) for unit rate and/ or amount higher than that approved by BSNL for that purchase.		
Note 5:- The claims may be submitted with or without collusion of BSNL Executive/ employees.		

Note 6:- This penalty will be imposed irrespective of the fact that payment is disbursed by BSNL or not.		
7	Network Security/ Safety/ Privacy:- If the vendor tampers with the hardware, software/ firmware or in any other way that	<p>i) Termination of PO/ WO.</p> <p>ii) Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order.</p> <p>iii) Recovery of any loss incurred on this account from the Vendor from its PG/ SD/ O/s bills etc.</p>
	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.	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.	
8	If the vendor is declared bankrupt or insolvent or its financial position has become unsound and in case of a limited company, if it is wound up or it is liquidated.	<p>i) Termination/ Short Closure of the PO/ WO. ii) Settle bills for the quantity received in correct quantity and quality if pending items do not affect working or use of supplied items. iii) No further supplies are to be accepted except that required to make the already supplied items work. iv) In case of turnkey projects, If the material is commissioned and is usable without any degradation of performance, then settle bills for the acceptable equipment/ material (or its part). v) In case of turnkey projects, if the material is inducted in network & it is not possible to return it and/ or material is acceptable with degraded performance, the purchaser may determine the price for degraded equipment (Financial penalty = Price – price determined for degraded equipment) himself and/ or through a committee.</p>

S. No.	Defaults of the bidder / vendor.	Action to be taken
A	B	C
8 con-td.		Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD.
9	In the event of the vendor, its proprietor, Director(s), partner(s) is / are convicted by a Court of Law following prosecution for offences involving moral turpitude in relation to the business dealings.	i) Termination/ Short Closure of the PO/ WO. ii) Settle bills for the material received in correct quantity and quality if pending items do not affect working or use of supplied items. iii) No further supplies are to be accepted except that required to make the already supplied items work. iv) In case of turnkey projects, If the material is commissioned and is usable without any degradation of performance, then settle bills for the acceptable equipment/ material (or its part). v) In case of turnkey projects, If the material is inducted in network & it is not possible to return it and/ or material is acceptable with degraded performance, the purchaser may determine the price for degraded equipment (Financial penalty = Price – price determined for degraded equipment) himself and/ or through a committee. Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD.
10	If the vendor does not return/ refuses to return BSNL's dues:	i) Take action to appoint Arbitrator to adjudicate the dispute.
	a) in spite of order of Arbitrator.	i) Termination of contract, if any. ii) Banning of business for 3 years which implies barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL from date of issue of banning order or till the date by which vendor clears the BSNL's dues, whichever is later. (continues)

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

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