



भारत संचार निगम लिमिटेड
(भारत सरकार का उपक्रम)
BHARAT SANCHAR NIGAM LIMITED
(A Govt. of India Enterprise)

CHENNAI TELEPHONES

BID DOCUMENT

E-TENDER FOR PIJF U/G COPPER CABLE CONSTRUCTION WORKS IN CHENNAI TELEPHONES

E-TENDER NO.

TE.NO. DGM (CP&DCM) / Work Tender / 2021-22/01 Dated 12-11-2021

DATE OF OPENING: 03-12-2021

**Bharat Sanchar Nigam Limited, Chennai Telephones
Assistant General Manager (CP) O/o GM (CFA),
NSC Bose Road, Flower Bazaar, Chennai - 600 001.**

Tel No: 044-25332388

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

From
AGM (CP)
O/o GM (CFA),
Chennai-01

To:
Prospective Bidders

NIT NO.E-Tender No. DGM (CP&DCM) / Work Tender / 2021-2022 / 01 Dt. 12-11- 2021

Sub: Tender Document for PIJF Underground Copper Cable Construction Works in Chennai Telephones.

E-Tender No.: DGM (CP&DCM) / Work Tender / 2021-2022 / 01 dt. 12-11-2021

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

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

AGM (CP)

.....
Regd. & Corporate Office: Bharat Sanchar Bhavan, H.C.Mathur lane, Janpath, New
Delhi-110001 Corporate Identity Number (CIN):U74899DL2000GOI107739
www.bsnl.co.in

TE.NO. DGM (CP&DCM) / Work Tender / 2021-22/01

Dated 12-11-2021

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Signature of Bidder with Seal

BHARAT SANCHAR NIGAM LIMITED*(A Govt. of India Enterprise)***CHENNAI TELEPHONES****Section -1****DETAILED NOTICE INVITING TENDER (DNIT)****Tender for Cable Construction works**

Digitally Sealed tenders on Rupee payment basis are invited through e-tendering process by the General Manager CFA, BSNL, CHENNAI TELEPHONE DISTRICT from the Experienced Contractors, having two years of experience during last five years in Under-ground Copper Cable Laying work.

1. Description of works: PIJF Underground Copper Cable Construction Works.

Jurisdiction	Estimated cost of Work	Cost of Bid document (non-refundable)
Chennai Telephones	Zone-I – Chennai Corporation Area Rs.85,00,000	Rs.1180/- (Including 18% GST)
	Zone-II - Peripheral Area Rs.14,00,000	

Note: BSNL-CHENNAI TELEPHONES, at the time of award of work under the contract, reserves the right to decrease or increase the work by up to 25% of the total quantum of work specified in the schedule of requirements without any change in the rates or other Terms and Conditions.

2. Period of Contract: One year from the date of agreement (Until otherwise specified) or completion of work tendered whichever is earlier.

3. Purchase of Tender Document: Tender document can be obtained by downloading it from the website www.chennai.bsnl.co.in.

Bidders must register on the e-tender portal, if not already registered earlier and follow all instructions for participating in bidding for the tender.

- The bidders cannot participate in the tender without downloading official copy of the tender document

3.1. The bidders downloading the tender document are required to submit the tender fee amount through DD / Bankers Cheque of an amount of Rs. 1180/ along with the tender bid failing which the tender bid shall be left unopened/rejected. The DD/banker's Cheque shall be drawn from any Nationalized/Scheduled bank in favour of **ACCOUNTS OFFICER (Claims), COBA, BSNL, CHENNAI TELEPHONES** payable at Chennai.

The MSE bidders registered with the designated MSME bodies like National Small Scale Industries Corporation etc. are exempted from payment of tender fee. However, they shall furnish a proof regarding registration with bodies under the Ministry of Micro, Small & Medium Enterprises for the construction/Operations/Maintenance services in Telecom Industry / maintenance and installation of OF cables, valid on the date of opening of the tender. The scope of area of the above MSE registered bidders must be for construction/ maintenance of underground telecom cables/ maintenance and installation of OF cables /telecom outdoor

network/BTS maintenance GSM/mobile BTS sites, Battery Sets, Power Plants, DG Sets, Installation of Telecom Services etc. MSE bidders claiming exemptions from Tender fee as per MSME guidelines must also register their UAM on CPPP and submit proof in this regard along with their bid.

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

3.3. **Availability of Tender Document on the e-tender portal for bid submission:** The tender document shall be available for downloading from BSNL website www.chennai.bsnl.co.in from **18:00 hrs of 12-11-2021**. The same tender document is uploaded on BSNL website shall be made available on e-tender portal <http://www.tenderwizard.com/BSNL> from **18:00 hrs of 12-11-2021** onwards for start on online bid submission.

4. Eligibility Criteria: The bidder should meet following eligibility requirements

4.1. General Qualification:

4.1.1 The Bidder must be Indian registered Companies under Companies Act 1956/2013 or an LLP or a Firm registered under applicable Acts.

4.1.2 The Bidder must not be black-listed for Telecom business by any Central/ State Governments/ PSUs in India at the time of submission of bid. An undertaking must be submitted in this regard.

4.1.3 The Bidder must have a valid PAN & valid registration under GST Act. If the bidder is not registered with GST authority at the time of bid submission, then he shall have to submit GST registration at the time of award of work/ LOI/signing of contract, if declared successful.

4.1.4 A self-declaration along with the evidence that the bidder is not black listed by GST authorities.

4.1.5 In case the supplier gets black-listed during the tenure of BSNL contract, then adequate indemnity clause should be inserted to ensure that no loss of Input Tax credit is borne by BSNL due to a default of supplier.

4.1.6 In case of multiple GST numbers, all the numbers can be provided as Annexure

4.2 **Technical Qualification:** The bidder shall have Minimum of Two years of experience in cable laying works in DOT, BSNL, Govt UT, PSU and Statutory bodies. (Proof of experience is to be attached).

4.3 The bidders shall submit necessary documentary proof (self-attested) showing that they meet the eligibility criteria along with their tender bid self-attested by Bidder.

4.4 **Financial Qualification:** The Bidder must have minimum annual turnover of 30% of annual estimated cost of tender, during each of the consecutive financial years 2019-20 and 2020-21 from telecom business as mentioned in 4.2 in Technical Qualification.

5. Bid Security:

5.1 The bidder shall furnish the bid security declaration as per section 7 A

(a) The MSE bidders registered with the designated MSME bodies like National Small Scale Industries Corporation etc are exempted from payment of bid security. However, they shall furnish a proof

regarding registration with bodies under the Ministry of Micro, Small & Medium Enterprises for the construction/Operations/Maintenance services in Telecom Industry / maintenance and installation of OF cables, valid on the date of opening of the tender. The scope of area of the above MSE registered bidders must be for construction/ maintenance of underground telecom cables/ maintenance and installation of OF cables /telecom outdoor network/BTS maintenance GSM/mobile BTS sites, Battery Sets, Power Plants, DG Sets, Installation of Telecom Services etc.

6. Date & Time of Submission of Tender bid:

Last Date/ Time of submission of Bids: on or before 11.00 Hrs of 03-12-2021 (tender closing date).

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

7. Opening of Tender Bids: At 11.30 Hours on 03-12-2021

8. Place of opening of Tender bids: Chennai

8.1 The tenders shall be opened through 'Online Tender Opening Event'. BSNL's Tender Opening Officers as well as authorized representatives of bidders can attend the online Tender Opening Event (TOE) from the comfort of their offices. Kindly refer Section-4 Part C of Tender document for further instructions.

8.2. How-ever, if required, authorized representatives of bidders (i.e. Supplier organization) can attend the TOE at the O/o Assistant General Manager (Tender),IV Floor, No: 2, Kushkumar Road, Nungambakkam, Chennai-600034, where BSNL's Tender Opening Officers would be conducting Online Tender Opening Event (TOE).

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

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

11. GM CFA, BSNL, CHTD reserves the right to accept or reject any or all tender bids without assigning any reason. He is not bound to accept the lowest tender.

12. The bidder shall furnish a declaration, as per Section 6 (A), in this tender bid that no addition / deletion / corrections have been made in the terms & conditions of the downloaded tender document for which their bid is being submitted and these are identical to the tender document appearing on the website.

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

12.2 All documents submitted in the bid offer should be preferably in English/Hindi/ State's official language. In case the certificate viz. experience, registration etc. is issued in any other language other than English/Hindi/ State's official language, the bidder shall attach a translation of the same in English/Hindi/ State's official language, duly attested by the bidder & the translator to be true copy in addition to the relevant certificate.

12.3 All computer generated documents should be duly signed/ attested by the bidder/ bidder organization.

13. The queries in respect of this bid document, if any, can be submitted through Email latest up to 15-11-2021 (3 days from issue of NIT).

BSNL Contact-1	
BSNL's Contact Person	AGM (CP)
Telephone & Mobile	9444921616
E-mail ID	decpchtd@gmail.com
BSNL Contact-2	
BSNL's Contact Person	AGM(Tender)
Telephone & Mobile	9444960580
E-mail ID	agmtenderchtd@gmail.com

Section- 2

Tender Information

1. Type of tender: Single stage submission & two stage opening.

Digitally sealed online bids are to be submitted in Single Stage Bidding and two stage opening e-tendering process using two electronic Envelopes from the eligible bidders by the time and date specified in the Bid Document.

Note: The bids will be evaluated techno-commercially first and thereafter financial bids of techno-commercially compliant bidders only, shall be opened.

2. **Bid Validity Period** - The bid will remain valid for **180 days** from the tender opening date

3. The electronic envelopes will contain documents satisfying the eligibility / Technical & commercial conditions in first envelope called **Techno-commercial** envelope and second envelope called as **Financial Envelope** containing financial bid/ quote.

a. **Techno-commercial** envelope shall contain :-

- 1) Bid security Declaration as per Section -7 Part A
- 2) Scanned copy of payment of cost of tender document i.e. tender fee.
- 3) Certificate(s) showing fulfillment of the eligibility criteria(s) stated in Clause 4 of the Detailed NIT.
- 4) Power of Attorney (POA)& authorization for executing the power of Attorney in accordance with Clause 14.3 of Section 4 Part A.(not required in case of Proprietary / partnership firm if the proprietor/partnership himself signs the documents) and board resolution in favor of authorized signatory.
- 5) Copy of Articles and Memorandum of Association or Partnership deed or proprietorship deed as the case may be.
- 6) Details of the firm along with List of Directors on the Board of the Company, list of partners, as applicable.
- 7) Attestation of the signature of the authorized signatory, issuing POA, by Bank.
- 8) Bidder's Profile & Questionnaire duly filled & signed as per Section-8.
- 9) Indemnity bond declaration for indemnifying BSNL against any non-compliance by bidder towards all applicable statutory requirements, if work is awarded, as per Annexure-E.
- 10) Letter of authorization for attending bid opening event as per Section -7 Part (C).
- 11) No Near-Relationship Certificate duly filled & signed as per Section-6 Part B.
- 12) Undertaking & declaration duly filled & signed as per Section-6 Part A
- 13) Tender / Bid form-Section 9 Part A.

b. **Financial Envelope shall contain** : Electronic Form- financial along with Price Schedule (Section 9 Part-B) with all relevant bid annexure

The following documents are required to be submitted offline (i.e., offline submissions) to:

AGM (CP)
O/o General Manager CFA
NSC Bose Road,
Flower Bazaar, Ch- 01.

On or before the date & time of submission of bids in a sealed envelope.

The envelope shall bear the tender number, name of work and the phrase:

“Do Not Open Before (due date & time of opening of tender)”.

- (a) Bid security declaration (In original.)
- (b) DD/ Banker’s cheque of Tender fee (in original).
- (c) Power of Attorney in accordance with Clause 14. 3 of Section 4 Part A and authorization for executing the power of Attorney
- (d) Authorization for attending the TOE.

4. Payment terms

As per Clause 11 of Sec. 5 Part A

5. Delivery Schedule/Execution of work

as per the schedule in the work order.

SECTION – 3

Part-A

SCOPE OF WORK AND JURISDICTION OF CONTRACT

1 SCOPE OF WORK

1.1. MAIN CABLE CONSTRUCTION ACTIVITIES: The items of work involved in UG cable construction are as under:

- 1.1.1 Excavation of trench up to a depth such that the top of the cable is one meter below the normal ground level according to the construction specifications.
- 1.1.2 Laying and Pulling of Cables in Trenches or through Pipes/Ducts/Walk through trenches
- 1.1.3 Placing of half round RCC Pipes/Stone slabs/Pre Cast RCC slabs/Pre Cast RCC troughs as per specifications.
- 1.1.4 Supply at site and back fill trench with sand for a depth of 30 Cm **for Zone-I area only**, where Chennai Corporation does not undertake sand filling.
- 1.1.5 Back filling and compacting of the excavated trenches according to construction specifications and removal of excess earth from the site.
- 1.1.6 Construction of Pillar foundations, erection, painting and sign writing of pillars
- 1.1.7 Erection, termination, painting and sign writing of DPs.
- 1.1.8 Termination of cables in MDF, Pillars and DPs
- 1.1.9 Jointing and end-to-end Testing of cables -Correspondence and Electrical tests.
- 1.1.10 Fixing, Painting and Sign writing of Route and Joint Indicators.
- 1.1.11 Laying of Cable by HDD method wherever trenching could not be carried out along and across the road.
- 1.1.12 Documentation.

1.2 ALLIED ACTIVITIES:

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

1.2.2 Disposal of Empty Cable Drums: The Contractor shall be responsible to dispose of the empty Cable Drums after laying of the cables. The cost of various sizes of empty Cable Drums recoverable from the Contractor has been fixed taking in to account the prevailing market rates as mentioned in this Document

1.2.2.1 It shall be obligatory on part of the Contractor to dispose of the empty Cable Drums at his/their level and the amount fixed for various empty Cable Drums shall be recovered from the bill for the

work for which the drum(s) was/were issued or from any other amount due to the contractor or the Security Deposit.

1.2.2.2 The Contractor shall not be allowed to dump the empty Cable Drums in BSNL/ Govt. /Public place which may cause inconvenience to the department/public. If the Contractor does not dispose of the empty cable drums within 3 days of becoming empty, BSNL shall be at liberty to dispose of the drums in any manner deemed fit and also recover the amount fixed in this contract from the Bill/Security Deposit/any other amount due to the Contractor.

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

2. VALUE OF WORK: The Estimated Cost of work is as mentioned in the Notice Inviting Tenders which has been worked out based on Standard Scheduled Rates mentioned in this Tender Document. The actual quantum of work may vary based on the actual requirement but generally being limited to + 25% or – 25% of the indicated work.

3. JURISDICTION OF CONTRACT: The jurisdiction of the contract shall be for **entire network of Chennai Telephones**. If any additional telephone exchange is planned, the same shall be included in Chennai Telephones in the vicinity of concerned exchange keeping in view the logistics of carrying out the work.

SECTION – 3

PART B- Technical Specifications/Requirements

A. UG Cable Construction Specifications

The detailed UNDER GROUND CABLE CONSTRUCTION PRACTICES are given below.

The Bidders are advised to go through this before quoting for Bid.

The guidelines in the form of Engineering Instructions (E.Is) on 'construction Practices of underground Cable' are issued by T & D wing of BSNL from time to time. However, the present practices are summarized here under, from the point of view of describing the scope of work under various items of work.

1.1 General: The underground Copper Cables are extensively used in outdoor network of an exchange system. The cables are laid from Telephone Exchange up to Distribution Points (D.Ps). For the purpose of flexibility, pillars are introduced in the network. The primary cables, which are in higher size, are laid from Telephone Exchange to pillars. The Distribution Cables are laid from Pillar to D.P. The capacity of Pillars and D.Ps. are decided in accordance with the demand and size of the network. The Planning of U.G. cable network is guided by the Planning guidelines of BSNL for external plant issued from time to time. The major portion of investment in telecom network goes into construction of U.G. cable network. Further, the quality of construction of U.G. cable network decides the quality and reliability of Telecom Services delivered to the customers to a large extent. Therefore, the construction practices of U.G. cables should be of very high quality, strictly in accordance with construction specifications.

1.2 The works involved: The underground cables are buried to a depth of 1.1 mtr (110cms) below the normal ground level. The item of work involved in U.G. cable laying are as under:-Excavation of

trench upto to a depth such that the top of cable is one meter below the normal ground level according to the construction specifications. Laying and pulling of cables in trenches or through Pipes/Ducts. Placing of half round RCC Pipes/Stone slabs/Pre cast RCC slabs/ Layer of Bricks as per specifications. Back filling and compacting of the excavated trenches according to construction specifications and removal of excess earth from the site. Construction of pillar foundations, erection, painting and sign writing of pillars. Erection, termination, painting and sign writing of D.Ps. Termination of cables in MDF and pillars. Jointing and end to end Testing of cables Correspondence and Electrical tests. Supply, Fixing, Painting & Sign writing off Route and Joint Indicators, Documentation.

1.3 Construction specifications

Classification of Soil strata: For the purpose of trenching, the soil strata shall be categorized as under:

1.3.1 NON SURFACED STRATA

1.3.1.1 Non Rocky: This will include all types of soil – soft soil/hard soil/ morrum i.e. any strata, such as sand, gravel, loam, clay, mud, black cotton morrum, shingle, river or nallah bed boulders, soling of roads, paths, densely pebbles/stones etc., lime concrete, mud concrete and their mixtures which for excavation yields to the application of picks, showels, sacrifiers, ripper and other manual digging implements including chiseling. Resorting to light blasting/electro mechanical breakers for loosening the material does not in any way entitle the strata to be classified as rocky.

1.3.1.2 Rocky: Strata means generally any rock or boulder, for the excavation of which hand tools cannot be used and blasting / electro mechanical breakers is required, such as quartzite, granite, basalt, reinforced cement concrete (reinforcement to be cut through but not separated from concrete) and the like.

1.3.2 SURFACED STRATA: The surfaced strata shall cover the following irrespective of strata encountered below the surface.

1.3.2.1 Footpaths:

Tarmac (Asphalt) Foot Path means foot path with tarmac surface with and without compacted strata below the tarmac surface, irrespective of thickness of Tarmac/Metal.

Kharanja: means foot path covered with bricks with/without compacted strata below the surface irrespective of thickness of brick.

Tiled Foot Path means Foot path covered with various types of tiles/stone slabs with and without compacted strata below the tiled surface, irrespective of thickness of tiles/stone slabs.

Cement Concrete Foot Path means the surface on footpath covered with CC (cement concrete) with or without compacted strata below the surface, irrespective of thickness of Cement Concrete.

1.3.3 Along Road Side: Trenching along road on carpeted surface may be necessary in certain stretches where roads have been metalled edge to edge and there is no un – metalled corridor or footpath available for trenching and laying the cables.

Tarmac (Asphalt) Road means roadside with tarmac/asphalt surface with or without compacted strata below the tarmac surface, irrespective of thickness of Tarmac/ Metal.

Kharanja: means foot path covered with bricks with/without compacted strata below the surface irrespective of thickness of brick.

Tiled Roads means road covered with the various types of tiles/bricks/stone slabs with or without compacted strata below the tiled road surface, irrespective of thickness of tiles/bricks/stone slabs.

Cement Concrete Road: means CC (cement concrete) road with compacted strata below the surface on road, irrespective of thickness of Cement Concrete.

1.3.4 Road crossings

“**Tarmac Or Asphalt Road**” means the road surface, which is metalled by asphalt/tarmac normally having compacted strata below the metalled surface, irrespective of thickness of asphalt/ tarmac.

Kharanja: means foot path covered with bricks with/without compacted strata below the surface irrespective of thickness of brick.

Tiled/CC Road means road made of tiles of any type/stone slabs/bricks or CC road normally having compacted strata below the tiled/CC surface, irrespective of thickness of tiles/CC.

RCC Road means the surface made of cement concrete duly reinforced with steel bars normally having compacted strata below RCC, irrespective of thickness of RCC. At road crossings, the trenches shall be so dug that top of RCC pipe shall be at one meter depth from ground level.

1.4 Excavation of Trenches

Excavating trenches of required width including excavation for sockets and dressing of sides and ramming of bottoms depth upto 1.10m including getting out excavated soil and then returning the soil as required in layers not exceeding 20 cm in depth including consolidating each deposited layer by ramming, watering etc., and disposing of surplus excavated soil. Filling available excavated earth in trenches in layers not exceeding 20 cm in depth consolidating each deposited layer by ramming and watering and lift upto 1.10 m.

Before excavation of trenches the route should be marked for trenching. Care should be taken to see that the route of the trench to excavate is reasonably straight avoiding the existing underground services. The contractor should make trial pits to locate the underground services before commencement of actual trenching. These trial pits shall be 30 cm, wide, 120 cm, deep and 120 Cm long at right angles to the proposed trench at an interval of 20 to 50 m along the proposed cable route. If slab is encountered, the same may be removed and trial pits may be made.

In city areas, the trench will normally follow the footpath of road except where it may have to come to the edge of the carriage way or cutting across roads with the specific permission from the concerned authorities maintaining the road (such permission shall be obtained by BSNL). Outside the city limits, the trench will normally follow the boundary of the roadside land. However where the roadside land is full of burrow pits or afforestation or when the cables have to cross culverts/bridges or streams, the trench may come closer to the road edge or in some cases, over the embankment or shoulder of the road (Permission for such deviations for cutting the embankment as well as shoulder of the roads shall be obtained by BSNL).

The alignment of the trench will be decided by a responsible BSNL official, not below the rank of Junior Telecom Officer. Once the alignment is marked, no deviation from the alignment is permissible except with the approval of Engineer- in – charge. While making the alignment only the central line will be marked and the contractor shall set out all other works to ensure that the excavated trench is as straight as possible. The contractor shall provide all necessary assistance and labour, at his own cost for marking the alignment. The contractor shall remove all bushes, undergrowth, stumps, rocks and other obstacles to facilitate marking the center line without any extra charges. It is to be ensured that minimum amount of bushes and shrubs shall be removed to clear the way and the contractor shall give all consideration to the preservation of the trees. The lineup of the trench must be such that cables shall be laid in a straight line except at locations where it has to necessarily take a bend because of change in the alignment or gradient of the trench.

1.4.1 Methods of Excavation: In city limits as well as in built up areas, the contractor shall resort to use of manual labour only to ensure that no damage is caused to any underground or surface installations belonging to other Public Utility Services and / or private parties.

However, along the Highway and cross country routes, there shall be no objection to the contractor resorting to mechanical means of excavation, provided the no underground installations exist in the path of excavation, if any, are damaged. There shall be no objection to resort to horizontal boring to bore a hole of required size and to push through G.I. Pipe through horizontal bore at road crossing or rail crossing or small hillocks etc. In rocky strata excavation shall be carried out by use of electro mechanical means like breakers or by blasting wherever permissible with express permission from the competent authority.

Necessary barricades, night lamps, warning boards and required watch man shall be provide by the contractor to prevent any accident to pedestrians or vehicles. While carrying out the blasting operations, the contractor shall ensure adequate safety by cautioning the vehicular and other traffic. The contractor shall employ sufficient manpower for this with caution boards, flags, sign writings etc.

When trenches are excavated in slopes, uneven ground, inclined portion, the lower edge shall be treated as normal level of the ground for the purpose of the measurement of depth of the trench.

In certain locations, such as uneven ground, hilly areas and all other places, due to any reason what so ever it can be ordered to excavate beyond standard depth of 100 cm. above the cable to keep the bed of the trench as smooth as possible.

If excavation is not possible to the minimum depth of 100 cm. above the cable, as detailed above, full facts shall be brought to the notices of the Engineer – in – charge in writing giving details of location and reason for not being able to excavate that particular portion. Approval shall be granted by the competent authority in writing under genuine circumstances.

The contractor shall be responsible for all necessary arrangements to remove or pump out water form trench. The contractor should survey the soil conditions encountered in the section and make his own assessment about dewatering arrangements that may be necessary. Wherever the soil is hard due to dry weather conditions, if watering is to be done for wetting the soil to make it loose, the same shall be done by the contractor.

For excavation in hard rock, where blasting operations are considered necessary, the contractor shall obtain the approval of the Engineer – In – Charge in writing for resorting to blasting operation. The contractor shall obtain licence from the competent authority for undertaking blasting work as well as for obtaining and storing the explosive as per the Explosive Act, 1884 as amended up to date and the explosive rules, 1983. The contractor shall purchase the explosives, fuses, detonators, etc. only from licensed dealer. Transportation and storage of explosives at site shall conform to the aforesaid Explosive Act and Explosive Rules. The contractor shall be responsible for the safe custody and proper accounting of the explosive materials. Fuses and detonators shall be stored separately and away from the explosives. The Engineer–in–Charge or his authorized representative shall have right to check the contractor’s store and account of explosives. The contractor shall provide necessary facilities for this.

The contractor shall be responsible for any damage arising out of accident to workmen, public or properly due to storage, transportation and use of explosive during blasting operation.

Blasting operations shall be carried out under the supervision of a responsible, authorised agent of the contractor (referred subsequently as agent only), during specified hours as approved in writing by the Engineer-in-charge. The agent shall be conversant with the rules of blasting.

All procedures and safety precaution for the use of explosives, drilling and loading of explosives before and after shot firing and disposal of explosives shall be taken by the contractor as detailed in **IS: 4081** safety code for blasting and related drilling operation.

1.4.2 Trenching Near Culverts /Bridges: Item code – GIP

At bridge and culverts, the cable shall be laid in GI of suitable size with the permission of concerned authorities maintaining the roads/bridges. While carrying out the work on bridge and culverts, adequate arrangement for cautioning the traffic by way of caution boards during day time and danger lights at night shall be provided.

Of late the bridge construction authorities are providing ducts below the footpath on the bridge for various services. The telecom officer need to maintain goods liaison with the concerned authority to get one side of the duct allotted for Telecom Cables. In such ducts G.I. pipes can be coupled and laid for pulling the cables. It would be pertinent to mention here that close liaison with bridge construction authorities would be of immense advantage in ensuring provision of ducts on one or both the sides of the bridges as per future requirements. However, for laying Cables on existing bridges, where duct arrangement does not exist, one of the following methods may be adopted.

1.4.3 Where the cushion on top of the arch of the culvert is 45 Cm. or more, the pipe to carry the cable may be buried on the top of the arch adjoining the parapet wall by digging close to the wheel guard. Every precaution shall be taken to see that no damage occurs to the arch of the culvert. After burying the GI pipe, the excavated surface on the arch shall be restored.

1.4.4 When the thickness of the cushion is less than 45 cm, the pipe to carry the cable may be buried under the wheel guard masonry. After burying the pipes, wheel guard should be re- built.

1.4.5 Item code - RCC

If neither of the two methods mentioned above is possible, the pipe should be clamped to the outside of the parapet wall of the culvert or bridge with the help of clamps, nails, nuts, bolts screws of suitable size to ensure that the pipe is securely fixed. The GI clamps should be of minimum 2.5mm width and 3 mm thickness and should be fixed at an interval of 50 cm. If necessary, the pipe should be taken to the parapet walls at the ends where the wall diverges away from the roads. The work should be carried out in consultation with the authorities concerned, maintaining the roads and bridges.

After burring the G.I. Pipes, the wheel guards or arch may require repairing by concreting at site. For carrying out protection by concreting at site, the nominal dimension of concreting shall be according to the requirements of the site. Cement concrete Mixture used shall be of 1:2:4 composition i.e. 1: 53 grade cement of a reputed company, 2: Coarse Sand, 4: Graded Coarse Stone aggregate of 6 mm nominal size, reinforced with MS weld mesh. As the RCC is cast at site, it is imperative to ensure that special care is taken to see that proper curing arrangements are made with adequate supply of water. The contractor shall invariably use mechanical mixer at site for providing RCC protection, to ensure consistency of the mix.

In case of small bridges and culverts, where there is a likelihood of their subsequent expansion and remodeling, the cable should be laid with some curve on both of the culvert or the bridge to make some extra length available for readjustment of the cable at the time of reconstruction of culvert or the bridge.

1.4.6 Excavation in Surfaced Strata:

1.4.6.1 Excavation on Footpath

The excavation of trenches in all type of footpaths including dismantling of asphalt/all type of tiles/CC and WBM shall be done upto a depth such that the top of the cable is 1.0 m below the normal ground level. The excavation on the footpaths will be done manually. The contractor shall have to provide shoring wherever necessary, in case the depth of trench is more than one meter. It is expected that the other services may be present below the footpath, therefore, extra care need to be exercised while excavation

of trenches.

1.4.6.2 Excavation of Trenches along the roads (which are carpeted end to end).

The excavation of trenches along the roads which are carpeted from end to end including dismantling of asphalt, concrete and WBM shall be done upto a depth such that the top of the cable is 1.0 M below the normal ground level. The excavation along the roads shall be done manually. The contractor shall have to provide shoring wherever necessary, in case the depth of trench is more than one meter. It is expected that the other services may be present below the roads, therefore, extra care need to be exercised while excavation of trenches.

1.4.6.3 Excavation at Road Crossings/ Railway Crossings

The excavation of trenches in all types of roads including dismantling of asphalt/all type of tiles/CC and WBM shall be done upto a depth such that the top of the RCC pipe is 1.0 meter below the normal ground level. After excavation of trench, RCC pipes of 100mm/ 150mm/225mm/ 300mm dia shall be laid at the road crossings. On minor roads which can be temporarily closed to traffic, it is possible to open up across the entire width of the road, the pipes should be installed quickly in the trench which should then be filled in, thereby reducing the time to a minimum for which the road is required to be closed. The roads, which are broad, may be opened for half their width, allowing the other half for use of vehicular traffic. The second half of the width should be opened after laying pipes and reinstalling the first half of the trench. Pipes laid in the second half should be coupled firmly with those laid in the first half. Care must be taken to couple the pipes fully. The pipes should be laid with a slight slope from the center to the sides of the road to prevent collection of water, 8 mm PP rope shall be drawn through the laid pipes to facilitate cleaning and cable pulling at a later date before closing the trench.

As the work on road crossings creates lot of inconvenience to vehicular traffic and pedestrians, it is desirable to bury extra pipes for future expansion at the initial stage itself. The spare pipes must be sealed properly at both the ends of the road to obviate the possibility of pipe getting chocked due to settlement of sedimentation etc. The contractor shall have to provide shoring, wherever necessary, in case the depth of trench is more than one meter. Necessary barricades, night lamps, warning boards and required watchman shall be provided by the contractor to prevent any accident to pedestrians or vehicles. The excavation within the railway property should be taken up after getting express permission from Railway Authorities. When a cable has to cross a railway track, it should be laid in iron pipes at a minimum depth of 1.25 m below rail level. The iron pipes of the requisite type shall be supplied by BSNL or Railway Authorities as mentioned in the permission letter. If the pipe are supplied by the railways, cost shall be borne by BSNL. The pipeline should extend on both sides of the Railways track for a sufficient distance to enable repairs to the cable, whenever necessary without disturbing the formation under the railway track. The 8 mm PP Rope shall be **drawn though the laid pipes to facilitate cleaning and cable pulling at a later date. It is desirable to bury extra pipe for future expansion at the initial stage itself. The spare pipes must be sealed properly at both the ends to obviate the possibility of pipe getting chocked due to settlement of sedimentation etc.**

1.5 Classification of Trenches: The trenches have been categorized based on its size required for laying different sizes and number of cables as under:

SL No.	Type of trench	Trench size in cms		Depth above cable/ pipe	Required for
		Width			
		To p	Bottom		
1	A	45	30	100	a. single cable of any size or b. laying any number of cables below 400 pairs * or c. laying two cables of 400 pairs and above with/without any number of additional small size cables.
2	B	60	45	100	Laying three cables of 400 pairs and above with/without any number of additional small size cables.*
3	C	75	60	100	Laying four cables of 400 pairs and above with/without any number of additional small size cables.*
4	D	90	75	100	Laying five cables of 400 pairs and above with / without any number of additional small size cables.

- The bottom width is mandatory.
- In case of large number of cables to be laid in a trench, the type of trench can be upgraded to higher type of trench by the DGM in – charge considering site conditions.
- Where more than one cable is being laid in a trench there should be a gap of 5 cm. in between the Cables. No cable should be laid one-over the other.

1.6 Laying and pulling of cables: Item code - PLT

The normal methods used in BSNL for laying underground cables are:

- Laying direct in the ground
- Pulling through Ducts

1.6.1 Laying direct in the ground: After excavation of trenches, approximately 5 Cm thick bed of soft soil / or sand (in case the excavated material contains sharp pieces of rock/stones) is laid before directly laying the cable. Adequate care shall be exercised while laying the cables so that the cables are not put to undue tension/ pressure as this may adversely affect the electrical characteristics of cables with passage of time.

The cables shall invariably be laid in the trenches through jack and spindle at appropriate position for easy unwinding, putting cable rollers in the trenches, if required at a regular interval of approx. 20 meters under proper supervision.

Adequate overlaps shall be left for jointing 2 successive lengths of cables as under:

Size of the cable	Length of overlap.
1200 pairs and above	1.5 meter
800 and 1000 pairs	1.4 meter
400 and 600 pairs	1.2 meter
below 400 pairs	1.0 meter

In case the previous length ends in the middle of a carriage way / foot path /road crossing / bridge/ culvert, it should be negotiated out of the carriage way/ foot path / road crossing/ culvert by laying the next length early and removing the excess overlap cable and depositing to the stores under proper receipt.

Where more than one cable is laid in the same trench the jointing locations shall be suitably staggered.

When a cable is to be terminated in a pillar, the length of cable for such termination shall be equal to jointing length + height of the pillar.

Sharp bends shall be avoided. Bends, if any, the radius of curvature should be more than at least six times the diameter of the cable. After the completion of laying, sand/sieved earth, free of stones etc. shall be placed over the cable to a height of 7.5 Cm. duly leveled and rammed lightly to form a bedding for warning bricks or half round RCC pipes/stone slab/ pre cast RCC slab for mechanical protection. The cables may be required to be pulled through RCC/GI pipes at road crossings, railway crossings, bridges and culverts. Extra care should be taken to avoid damage to the cable while pulling through pipes which may occur due to kinks. The contractor should have the required tools and equipments for the purpose to complete the job in a professional manner. When trenches are excavated up to specified depth, properly dressed and leveled and the cable(s) is/are laid, joint measurement of depth above cable shall be taken by representative of contractor and Engineer-in-charge. Measurements shall be recorded in measurement book with the signature. Trenches for which measurement are recorded in measurement book shall be considered as approved trenches. The contractor shall ensure that trenching and cable laying activities are continuous, without leaving patches or portions incomplete in between. When there are number of cables of the same size in the same trench it becomes difficult to identify the particular cable at time of maintenance. Therefore, identification collars bearing L.I. number of the cable shall be tagged to all the cables. The identification collars shall be provided at an interval of not more than 2 meters.

1.6.2 Cable Pulling through ducts: Item code – PLD

Before starting the cable pulling work, the duct and manholes/hand must be cleaned and made free from obstructions so that cable is not damaged while pulling. The contractor shall be adequately equipped with tools and the equipments like-continuous steel rod, winch machine, cable hauling rope fittings, swivels, hauling eyes, cable grips etc. to carry out the cable pulling work through ducts in a professional manner. As the cable pulling through ducts is a specialized work and any damage to cable in duct may lead to development of faults progressively with the passage of time, it is imperative that the work force and the supervisors responsible to carry out this work are fully trained and have sufficient experience.

1.6.3 Placing of Half Round RCC Pipes/Stone Slabs/PreCast RCC slabs /Layer Of Bricks: Item code – WPL

After laying of cables, it is covered by a consolidated layer of 8 Cm of soft earth (or sand in special cases where excavated material contains sharp stones/objects) which should be free from stones or other sharp objects, carefully pressed and lightly tamped. On this layer of soft earth, a layer of half round RCC pipes (100/150 mm dia) / stone slabs/ pre cast RCC slabs/bricks is placed as a warning layer and also a mechanical protection, as the telecom cables are vulnerable to damages due to excavations by other agencies. The warning/ protection layer of half round RCC pipes/ stone slabs/ pre cast RCC slabs/ bricks is laid as per following schedule depending upon the size of the cables and depth of trench.

SL.	Size of cable	Depth (In Cm.)	Warning Layer / Protection
1.	200 pairs & below	All depths.	Bricks /stone slabs
2.	400 pairs & above	Upto 80 cm.	Bricks/ stone slabs
3.	400 pairs and above	Below 80 cm.	Half round RCC Pipes/stone Slabs/Pre cast RCC slabs /Bricks

The choice for protection layer out of half round RCC Pipes, stone slabs and pre cast RCC slabs or bricks may be decided based on availability and comparative cost. Regarding half round RCC Pipes, up

to 400 pairs cable 100mm dia RCC Pipe and above 400 pairs cables 150mm dia RCC Pipes shall be required.

1.6.4 Layer of Bricks:

Well burnt non-modular bricks of nominal size 229 mm (+/- 4mm)x 114 mm (+/- 3mm) x 70 mm of minimum compressive strength of 75 kg per square cm shall be used as a warning / protection layer. Bricks shall be used longitudinally over the cables up to 400 pairs and transversely over cables above 400 pairs or two cables of size upto 400 pairs. Approximately **4400 bricks** per kilometer shall be required for laying longitudinally and **9000 bricks** per Km. shall be required for laying transversely. SDE in-charge of work shall get the bricks tested from a reputed laboratory for compressive strength. One test sample shall be got tested for a lot of 50,000 bricks or part thereof. The test certificate shall be attached along with the final bill.

1.6.5 Back Filling and Compacting of the Excavated Trenches

After laying the cables and providing warning/ protection layer as per specification, the remaining portion of the trench shall be filled in and well tamped in steps. The trench should be back filled in layers not exceeding 20 cm. each at a time and rammed. The contractor shall remove the excess earth from the site and leave only a crown of earth rising approximately 5 cms in the centre. This allows for natural subsidence. When digging on footpaths, along roads and road crossings, care should be taken to see that the road is made motor-able as soon as the work is completed. The permanent reinstatement of roads and pavement shall be done by the local authorities or by the contractor, if the local authorities insist for the same at the rate approved for the different surface reinstatement.

1.7 Erection of Pillars

The pillars should be installed in safe places on footpaths at suitable location convenient and accessible for maintenance. The positions close to the edge of footpaths, near transformers or below Electric Lines particularly H.T Lines must be avoided. The location of pillar, which may obstruct the view of drivers of vehicles as on kerb lines at street intersections, locations in which the doors of the pillar when opened constitute a danger to pedestrians or traffic must be avoided. In general, the pillar shall be so located that reasonable and safe working conditions to the staff are possible throughout the year. The height of the pillar shall be such that the pillar does not get submerged during rains.

1.7.1 Construction of RCC Plinth for Pillars and Erection of Pillars: Item code - COPP

The Plinth for erection of pillars shall be made of RCC cast at site. The dimensions of the pits for casting the foundation of the plinth shall be as under:

Length = W+ 30cms. Width = D + 30cms. Depth = 110 cm,
where W = Width of the pillar shell, D = Depth of the Pillar Shell.

After digging the pit for casting the plinth of the pillar, a G.I. plate of size 300 mm x 300 mm and 4mm thickness bolted to copper wire of 7/18 size (2 meter length) with the help of lug shall be buried in the bottom of the trench to form earth to the pillar. The copper wire shall be embedded in RCC work with one end coming out on top of the plinth to be terminated in the C.T. box mounting frame inside the pillar shell.

The earth in bottom of the plinth shall be well rammed. The concrete base for the pillar should be dimensioned to suit the particular pillar shell dimensions. The R.C.C. for the pillar foundation should be in the ratio of 1:2:4(1 cement of 53 grade of reputed brand, 2 coarse sand, 4 graded stone aggregate of 20 mm nominal size). The height of the pillar plinth shall be such that the bottom of pillar shell should

normally remain 45 cm above the normal ground level. However, in localities, which are subjected to flooding during the rainy season, the height of the base shall be suitably raised so that the bottom of the pillar is kept well above the high flood level. The plinth shall be cast as per the approved drawings and with the use of proper frame work. After the RCC work is settled and cured, the plinth shall be finished with cement mortar in proportion of 1:3 (1cement of 53 grade of reputed brand 3 fine sand) of 6 mm thickness. The contractor shall arrange water for curing the plinth for at least 7 days to give necessary strength. The sides of the RCC frame work shall be filled with the excavated earth and rammed properly to give it necessary strength so that the plinth does not tilt and loose its verticality at a later date. Finally the plinth above the ground level shall be painted with black oil paint.

Erection of pillar shall be done by fixing the pillar boxes on the plinth with 10mm bolts embedded in RCC formwork firmly and terminating the earth wire on the C.T. Box mounting frame inside.

1.7.2 Painting and sign Writing of Pillars:

The pillar shell should be cleaned thoroughly and one coat of red oxide primer shall be applied on all surfaces i.e., inside and outside surfaces. After it is dried up, spray painting shall be done with grey paint of reputed brand on all surfaces. Once the grey paint dries up, the sign writing shall be done after cleaning the surface with dry cloth, with white enamel paint of reputed brand. Sign writing shall be carried out in capital letters of height 10 cm. and width 7.5 cm. (4" x 3") and as per instructions of Engineer-in-charge. The following contents shall be sign written on the face of the shell:

- Logo of BSNL
- Name of Telecom District
- Number of the pillar which will carry abbreviated 3-4 digit alphabetical code of the exchange system followed by the number of the pillar.

1.7.3 Erection of D.Ps Item code - DP

The distribution points (D.P.s) are fitted on poles, walls or in the staircase walls easily accessible for maintenance, to terminate distribution cables coming from pillars. There are two types of D.P.s which are required to be erected.

- a) External D.P
- b) Internal D.P.

The items of work involved in erection of a D.P are as under:

External D.Ps:

- Fitting of post with all components i.e. Hamilton tubes (normally A4BC or BC), socket cap and spikes.
- Digging pit for the post.
- Fitting sole plate in the assembled tube and lowering the assembled post in the pit.
- Re-instating and consolidating after making the post upright and rigid.
- Preparation and installation of stay(s).
- Pulling the L.I. cable (5 pair/10 pair /20 pair) through 20/32 mm dia G.I pipe and terminating the cable pairs in D.P box and fixing of D.P box on the post with the help of fixtures (**either** steel tapes & accessories such as buckles, pole rings, pole Brackets, Retainer clamps & Hooks, Drive bolts wall rings, Plastic Plugs etc. or set of three G.I. clamps, saddles, brackets etc.).
- Painting & sign writing of the D.P post. The D.P post shall be painted with enamel paint of reputed brand in three coloured bands of ten inch each (Red Blue and Red). The painting of lower red band will start at five feet from ground. The sign writing will be done in the middle of the Blue band with white enamel paint of reputed brand. The contents of the sign writing are given below.
- Abbreviated code of name of SSA
- Abbreviated code of exchange system

- Numbering of the D.P.
- The height of the letters and contents according to numbering scheme of DPs in the SSA will be given by Engineer-in-charge.

Internal D.Ps

The items of work in erection of internal D.Ps are as under Fixing of 20/32 mm G.I pipe with the help of clamps, nail and saddles at every 30cm. The clamps should be made of 25 mm wide and 3 mm thick G.I. strips properly galvanized.

Pulling of L.I. cable (5 pairs/ 10 pairs/ 20 pairs/ 50 pairs through 20/32 mm dia G.I pipe of approximately 7 to 10 ft and terminating the cable pairs in D.P. box and fixing of D.P.box on the wall with the help of suitable raw plugs/ wooden gatti and screws.

Painting & sign writing of the D.P. The sign shall be done on the wall near the D.P.box. The sign writing shall be done on blue background of 300 mm x 200 mm with sign writing in white colour. Enamel paint of reputed brand shall be used for painting and sign writing. The contents of the sign writing are given below.

- Abbreviated code of name of SSA
- Abbreviated code of exchange system
- Number of the D.P.

The height of the letters and contents according to numbering scheme of D.Ps. in the SSA will be given by Engineer-in-charge

2.0 Termination of cables In MDF & Pillars

The U.G. cables are terminated on tag blocks on line side of the MDF. The MDF consists of iron frame work and line side tag blocks are fitted on verticals. In BSNL, depending upon the height of the MDF room, MDFs of different sizes are erected. For simplicity and uniformity, a standard numbering scheme of verticals, tag blocks and tag numbers in the tag block is followed. From the non-growing end, the verticals are numbered as 01, 02 and so on. The tag blocks in a verticals are numbered 01, 02 and so on from top to bottom. In the tag block, which is of 100 pairs, tags are numbered as 01 to 100 from top most left corner to bottom most right corner. The U.G. cables are terminated on MDF from top to bottom on a vertical. The cables in pillars are terminated in the tag blocks of 100 pairs each. For the sake of simplicity and uniformity, a standard numbering scheme of tag blocks in a pillar is followed. The verticals in pillar are numbered as A, B, C & D. The tag blocks are counted from top to bottom in a column as A1, A2, B1, B2.....; C1, C2.....& D1, D2.... The tag in a tag blocks of 100 pairs are counted as 01, 02.... 100 from top most left corner to bottom most right corner. The A and C column tag blocks are thus terminated primary cables and B & D column tag blocks are used for terminating the distribution cables. While terminating the cables in MDFs and pillars, the correspondence of pairs shall be maintained from the point of view of counting of pillar and maintenance of the cables. In case of armoured cables, the armour of the cable shall be connected to the C.T. box mounting frame in the pillar and to the verticals of MDF, which are earthed. For terminating the cables in pillars, the joints at the foot of the pillar should be avoided and the cable should be directly led into the pillar through bottom inlet of the pillar shell. The sheath of the cable should be removed inside the pillar and the bunches of the pairs shall be terminated on tag blocks after cleaning and lacing neatly. The termination of cables of MDF and pillars (and of course in D.P. also) should be done using only the standard tools.

The work of "termination on MDF and pillars" includes: Fixing of tag blocks on MDF vertical/ C.T. boxes in pillars, Drawing the cable into the pillar and removing the cable sheath for required length, Providing earth continuity with the armour of the cable(s), Cleaning the insulated conductors and covering the formed bunches with PVC sleeve /tape, Termination of cable pair in tag blocks/C.T. Boxes, Sign writing with white enamel paint of reputed brand on inner panel of the pillar shall be done indicating the

termination details. On MDF the written labels shall be put in place provided for it, indicating the termination details. The details of sign writing shall be given by The Engineer-in-charge. The termination of cables should be done using standard tools.

3.0 Jointing of cables and End to End testing

“A chain is as strong as its weakest link” hence the quality of external plant depends upon quality of jointing work to a huge extent. As mentioned elsewhere, the external plant using U.G Copper Cables entails huge investment to the tune of Rs.10,000/- per pair on an average. If some pairs are lost in one joint, it is not only loss of capital but also the department loses the potential revenue by not able to provide the connections. In view of these facts, the quality of jointing work is of immense importance and therefore, the jointing work should be done by experienced jointer using standard tools and accessories. The work of cable jointing involves jointing of pairs by twisting or machine jointing using modular connectors. The quality of joint is vital for overall electrical characteristics and quality of transmission of the subscriber loop and therefore, the same has to be done meticulously.

There are three different types of joints;

- i) Straight joint: for connecting all the pairs of two cables
- ii) Branch joint: for connecting pairs of one cable to two or more different cables branching out at the joint.
- iii) Teeing joint: teeing of cable is done at the time of area transfer or re-arrangements of cables in the external plant.

The items of work involved in jointing are as under:

4.0 Straight and Branch Joints:

- a. Digging the pit for the joint
- b. Preparation of cable ends for jointing.
- c. Jointing of cable conductors by twisting or by machine jointing using modular connectors.
- d. Closing the joint & flooding of the joint *(flooding of joints shall be mandatory.)
- e. Providing protection to the joint with half round RCC pipe/ stone slab / pre cast RCC slabs.
- f. Back filling and compacting.
- g. Providing joint indicators and noting distances from three permanent points for future reference to locate the joints.

5.0 Teeing work involved in Area Transfer/Re-arrangement work

The following works are involved in teeing for Area Transfer/ Re-arrangement work.

Digging pit for the joint, Operating the cable and numbering out, Putting sleeves with indicator slip on cable pairs, Jointing with new cable i.e., Tee joint, Conducting correspondence test between old D.P and new D.P on MDFs, Closing the joint by Thermo shrinking if required before releasing the Tee.

- a. **Release of Tee after Area Transfer:** Closing the joint by thermo shrinking after release of Tee and flooding of the joint *(flooding of joints shall be mandatory.), Providing protection to the joint with half round RCC pipe/stone slabs/pre cast RCC slabs., Back filling and compacting., Providing joint indicators and noting distances from three permanent points for future reference to locate the joints.

For area transfer work, it is preferable to award teeing and cable construction work from new MDF to the teeing point covering laying, jointing and termination of cables on new MDF to a single contractor to facilitate smooth completion and testing. The contractor shall make hundred percent pairs available from end-to-end. To ensure the availability of 100% pairs end-to-end it is a good practice not to close the joints until all the pairs are tested from MDF to pillar for primary cable work and from

pillar to D.P for distribution cable work. “**An ounce of Prevention is worth a pound of cure** “. In case of some pairs missing, the defects should be rectified at this stage itself, as the joints are still kept open. Once all the pairs are available, joint shall be closed properly using jelly and other accessories as per instructions. Proper and adequate filling of jelly in the joints is of importance as any water ingress and trapping in the cavities will result into low insulation fault at a later date. Before closing the joint, the contractor is required to place a slip inside the joint, indicating the following:

Name of the contractor

Name of the official of BSNL supervising the work

Date of joint

6.0 End-To-End Testing: The cables are to be tested for continuity of pairs and electrical and transmission characteristics of the cable pairs, between MDF and pillar in case of primary cables and pillar and D.Ps. in case of distribution cables separately. The test parameters should conform to the A.T. standards of BSNL issued by T & D circle. Broadly the following parameters are tested:

- (i) Insulation
- (ii) Cross insulation
- (iii) Continuity
- (iv) Loop resistance
- (v) Transmission loss
- (vi) Cross talk level.

7.0 Cable Route & Joint Indicators: Item code – RJF

Cable route and joint indicators are to be provided to indicate the cable route and location joints. The route and joint indicators are to be used for cables laid in rural areas as availability of landmarks over wide expanse of lands is scanty. The route indicators are to be placed at every 200 meters and at every place where the cable changes direction. Joint indicators are to be provided at all joints. For the sake of uniformity and from viewpoint of identification of cable at later date for maintenance, the route indicators shall be provided in the alignment of the trench and Joint Indicators should be provided in the alignment of the trench 2 meter towards exchange from the location of joint to obviate removal of joint indicator at the time of operating the joint. The route and joint indicators are of RCC of trapezoidal shape having base of approximately 250 mm X 150 mm and top 200mm x 75 mm and height 1000mm. The indicators shall be supplied by BSNL. For fixing the route/ joint indicators, the pits of size 60 cms x 60 cms. And 75 cms depth shall be dug. The indicator shall be secured in upright position by ramming with stone and murrum upto a depth of 15 cms and concreting the remaining portion of 15 cm by concrete mix of 1:2:4 (1 Cement, 2 Coarse sand and Stone aggregate of 20mm nominal size). Necessary curing shall be carried out for the concreting structure with sufficient amount of water for reasonable time to harden the structure.

The route/joint indicators shall be painted with Primer before painting with Oil Paint. The route indicators shall be painted with yellow paint and joint indicators shall be painted with red paint.

Item code – PVC: Laying and fixing of 20 mm PVC Pipe on the walls of multi storied buildings to pull 10 pair/ 20 pair UG cable for Block Wiring.

8.0 Documentation: Documentation for U/G Item code - DOC

The documentation, consisting of route Diagrams, depicting joint Locations, Termination details of cables on MDF, pillars and D.Ps, is of immense help at the time of maintenance or undertaking any re-arrangement work in the external plant. The details available in documentation prove to be of huge value in subsequent planning and construction activities in the external plant. These documents are also useful in coordinating excavating activities by other agencies thus saving our huge investment from getting damaged and also avoiding disruption of services. The documentation shall be prepared primary cable wise for one or more than one primary cables with all its pillars shown and for all its pillars the

distribution cables shown pillar wise, for the works ordered against a work order. The scope of work in documentation shall include the following:

Route Diagrams: Preparation of route diagram depicting alignment of cables on roadsides on a geographical map of the pillar area/ exchange area. Though it is desirable to prepare these diagrams on geographical maps to the scale but in case geographical maps are not available, the maps should be constructed to a reasonable accuracy by taking details from the local bodies of the area. On this diagram, besides showing alignment of the cable, the topographical details of the road, location of pillars and landmarks alongside should also be shown to locate the cable(s) easily as and when required. **These diagrams shall be prepared on A-3 sheets 80 GSM.**

Joint offsets: The joints offsets will, inter – alia show the locations of joints by showing distances from three permanent points so that the joints can be located easily as and when required. Besides showing the location of joints, it shall also show details of distribution of pairs in the joint in case of branch joint. **These joint offsets shall be prepared in A-4 size sheets of 75 GSM.**

Pillar cards: The pillar cards shall show the termination details of primary as well as distribution cables in the pillar. **These cards shall be prepared in A-4 size sheets of 75 GSM.**

MDF Termination Cards: The MDF termination cards shall provide details of termination of cable depicting full details of MDF vertical, tag block numbers and pair numbers of the cable terminated on the MDF and its correspondence with termination in pillars. **These cards shall be prepared in A-4 size sheets of 75 GSM.**

The route diagrams, joint offsets, pillar cards and MDF termination cards shall be prepared by the contractor through an experienced draughtsman or these may be computerized. The utility of the documentation will be enhanced if the existing cables are also shown on these diagrams being prepared for the new work. The contractor shall be bound to implant the details on the documents if supplied by Engineer-in-charge timely, without any extra cost. All the diagrams/cards/joint offsets shall bear the signatures of the contractor, the Engineer-in-charge and the A.T. officer as a proof of accuracy of the diagram. All the above documents (i to iv) pertaining to a pillar area/exchange system (in case of small exchange system) shall be bound in A-4 size. The cover sheets shall be of 110 GSM and laminated. The front cover shall have the following details.

- Name of the SSA
- Name of the exchange system
- Name of the contractor
- Name and number of the pillar/exchange system
- Work order No.
- Date of commencement of work
- Date of completion of work

The contractors shall supply 6 copies of bound documents as one set of Documentation the rate for one set of documentation is given in standard schedule rates.

9.0 Preparation of Documents in general

The documents should be prepared in the bound sets which will contain the following:

The route diagram indicating the road, Hand holes, Number of Pipes, Important land marks in one sheet.

The detailed profile of the Cable Construction route to be drawn in A4 sheet indicating the following details:

- The offset – every 10 m interval
- Land marks – minimum one per 30 m

- The depth of the trenching profile – every 10 m interval
- Hand holes
- Number of Pipes / Cables and colour.
- Other utilities running parallel or crossing the route.

The documents should be prepared for each route of 1 KM in computer using drawing tools of MS Office and six bound copies as a set should be made over along with a soft copy. The drawings will be accepted by the Engineer in charge after verifying the correctness, usability.

The contractor is responsible to carry out the underground Cable laying for a small stretch /road crossings by using HDD/Mole machinery wherever trenching cannot be done.

10.0 SAFETY PRECAUTIONS:

Safety Precautions when excavating or working in excavations close to electric cables

The Engineer-in-charge of the work should get full information from Electricity undertaking regarding any electric cables, which are known or suspected to exist near the proposed excavation and unless this is done, excavation should not be carried out in the section concerned. The electricity undertaking should be asked to send a representative and work should be preceded with close consultation with them. Only wooden handled hand tools should be used until the electric cables have been completely exposed. Power cables, not laid in conduits, are usually protected from above by a cover slab of concrete, brick or stone. They may or may not be protected on the sides. It is safer, therefore, always drive the point of the pickaxe downwards, then uncovering a cable, so that there is less chance of missing such warning slabs. No workman should be permitted to work alone where there are electric cables involved. At least one more man should be working nearby so that help can be given quickly in case of an accident. If disconnection of power could be arranged in that section it will be better. No electric cables shall be moved or altered without the consent of the Electric Authority and they should be contacted to do the needful. If an electric cable is damaged even slightly, it should be reported to the Electric Authority and any warning bricks disturbed during excavation should be replaced while back filling the trench. Before driving a spike into the ground, the presence of other underground properties should be checked. Information on plans regarding the location of power cables need not to be assumed as wholly accurate. Full precautions should be taken in the vicinity until the power cable is uncovered. All electric cables should be regarded as being live and consequently dangerous. Any power is generally dangerous, even low voltage proving fatal in several cases.

Electric shock – Action and treatment: Free the victim from the contact as quickly as possible. He should be jerked away from the live conductors by dry timber, dry rope or dry clothing. Care should be taken not to touch with bare hands as his body may be energised while in contact. Artificial respiration should begin immediately to restore breathing even if life appears to be extinct. Every moment of delay is serious, so in the meanwhile, a doctor should be called for.

Safety precautions while working in Public Street and along railway lines

Where a road or footpath is to be opened up in the course of work, special care should be taken to see that proper protection is provided to prevent any accidents from occurring. Excavation work should be done in such a manner that it will not unduly cause inconvenience to pedestrians or occupants of buildings or obstruct road traffic. Suitable bridges over open trenches should be so planned that these are required for the minimum possible time. Where bridges are constructed to accommodate vehicular traffic and is done near or on railway property, it should be with the full consent and knowledge of the competent railway authorities.

Danger from falling material: Care should be taken to see that apparatus, tools or other excavating

implements or excavated materials are not left in a dangerous or insecure position so as to fall or be knocked into the trench there by injuring any workman who may be working inside the trench.

Care when working in Excavations: Jumping into a trench is dangerous. If it is deep, workmen should be encouraged to lower themselves. Workers should work at safe distance so as to avoid striking each other accidentally with tools. If the walls of the trench contain glass bits, corroded wire or sharp objects they should be removed carefully. If an obstruction is encountered, it should be carefully uncovered and protected if necessary, care must be taken to see that excavated material is not left in such a position that it is likely to cause any accident or obstruction to a roadway or waterway. If possible, the excavated material should be put between the workmen and the traffic without encroaching too much on the road.

Danger of cave in: When working in deep trenches in loose soil, timbering up/ shoring the sides will prevent soil subsidence. The excavated material should be kept at sufficient distance from the edge of the trench or pit, vehicles or heavy equipment must not be permitted to approach too close to the excavation. When making tunneled opening, it should be ensured that the soil is compact enough to prevent cave in even under adverse conditions of traffic. Extra care should be taken while excavating near the foundations of buildings or retaining walls. In such cases, excavation should be done gradually and as far as possible in the presence of the owners of the property.

Protection of Excavations:

Excavations in populated areas, which are not likely to be filled up on the same day should be protected by barriers or other effective means of preventing accidents and the location of all such openings must in any event be indicated by red flag or other suitable warning signs. During the hours from dusk to dawn adequate number of red warning lamps should be displayed. Supervisory officers should ensure that all excavations are adequately protected in this manner as serious risk and responsibility is involved. Notwithstanding adoption of the above mentioned precautions, works involving excavations should be so arranged as to keep the extent of opened ground and the time to open it to a minimum.

Precautions while working on roads: The period between half an hour after sun-set and half an hour before sunrise, and any period of abnormal darkness may also be considered as night for the purpose of these instructions, for the purpose of providing the warning signs. Excavation liable to cause danger to vehicles or the public must at all times be protected with fencing of rope tied to strong upright or bamboo poles at a suitable height or by some other effective means. Any such temporary erection which is likely to cause obstructions and which is not readily visible should be marked by carrying red flags or boards with a red background by day and by continuously lighted lamps at night. The flags and the lamps should be placed in conspicuous positions so as to indicate the pedestrians and drivers of vehicles the full expanse i.e. both width and length of the obstruction. The distance between lamps or between floors should not generally exceed 1.25m along the width and 6m along length of the obstruction in non-congested areas, but 4 metres along the length in congested areas. If the excavation is extensive, sufficient notice to give adequate warning of the danger should be displayed conspicuously not less than 1.25m above the ground and close to the excavation. Where any excavation is not clearly visible for a distance of 25m to traffic approaching from any direction or any part of the carriage way of the road in which the excavation exists, a warning notice should be placed on the kerb or edge of all such roads from which the excavation or as near the distance as is practicable but not less than 10m from the junction of an entering or intersecting road in which the excavation exists. All warnings, in these should have a red background and should be clearly visible and legible. All warning lamps should exhibit a red light, but white lights may be used in addition to facilitate working at night. Wherever required a passage for pedestrians with footbridge should be provided. At excavations, cable drums, tools and all materials likely to offer obstructions should be properly folded round and protected. This applies to jointer's tents as well. Leads, hoses etc. stretched and across the carriageway should be guarded adequately for their own protection and also that of the public.

Traffic Control: The police authorities are normally responsible for the control of traffic and may require the setting up of traffic controls to reduce the inconvenience, occasioned by establishment of a single line of traffic due to restriction in road width or any other form of obstruction caused by the work. As far as possible, such arrangements should be settled in advance. If there are any specific regulations imposed by the local authorities, these should be followed.

Work along Railway Lines: Normally all works at Railway crossing are to be done under supervision of the railway authorities concerned, but it is to be borne in mind that use of white, red or green flags by BSNL staff is positively forbidden, to be used when working along a railway line as this practice may cause an accident through engine drivers mistaking them for railway signals. When working along a double line of railway, the men should be warned to keep a sharp look on both the “UP” And “DOWN” lines to avoid the possibility of any accident when trains pass or happen to cross one another near the work spot.

Procedure and Safety precautions for use of explosives during blasting for trenching: In areas where the cable trench cannot be done manually on account of boulders and rocks, it is necessary to blast the rocks by using suitable explosives. The quality of explosive to be used depends on the nature of the rocks and the kind of boulders. A few types of explosives, fuses and detonators normally used for making trenches for cable works are detailed below:

Gun power, Nitrate Mixture, Gelatin, Safety fuse, Electric Detonator, Ordinary Detonator.

Procedure

A detailed survey of the route is to be done to assess the length of the section where trenching is to be done with the help of blasting. A route diagram of the rocky section may be prepared indicating the length of the route where the explosives are to be used. For the purpose of obtaining License, a longer length of route should be given in the application as in many cases, after digging, rocks appear where blasting was not initially anticipated. Next a license will have to be obtained for use and storing of explosive in that section. If the area falls under a police commissioner, the authority for granting such license is the police commissioner of the concerned area. When the route does not fall in the jurisdiction of a police commissioner, the authority for issuing license is the District Magistrate. The concerned authority should be applied in prescribed form with a route map. The concerned authority will make an enquiry and issue a license for using/ storing explosives for cables trenching work. Such license will be valid for 15 days only. The license should be got renewed if the blasting operation need to be extended. Once the license is granted, it is the responsibility of the holders of the license for the proper use of explosives, its transportation and storing.

Method of using: The safest explosive is the gelatin and electric detonator. Gelatin is in the form of stick. Electric Detonator is a type of fuse used for firing the explosive electrically. Holes are made at suitable Intervals on rocky terrain or boulders either by air compressor or by manual chipping. The depth of the holes should be 2 to 3 ft. Fill up the holes with small quantity of sand for about 6”. First the electric detonator is to be inserted into the gelatin and the gelatin is to be inserted into the holes keeping the +ve and –ve wirings of electric detonators outside the holes. Again refill the holes with sand. These +ve and –ve insulated wires of detonator are then extended and finally connected to an EXPLoder kept at a distance of not less than 100 m. Now the explosive is ready for blasting. But, before connecting wires to exploder for blasting, all necessary precautions for stopping the traffic, use of red flags, exchange of caution signals, etc. should be completed and only then Exploder should be connected and operated.

Operation of exploder (IDL Schaffer type 350 type exploder): The type 350 blasting machine consists of a bearing block with blasting machine system and the Explosion proof light – alloy injection moulded housing. The exploder is held with the left hand. The twist handle is applied to the drive pin,

clapped with the right hand turned in the clockwise direction in continuous measurements at the highest speed from the initial position until it reached to a stop. At this stage an indication lamp will glow. When the indication lamp glows "press button switch" should be pressed. This will extend the electric current to detonator and the gelatin will be detonated. The rock will be blasted out of trench. Number of holes can be blasted in a single stroke by connecting all such detonators in series connection and finally to the exploder. After blasting again mazdoors are engaged on the work to clear the debris. If the result of the first blasting is not satisfactory, it should be repeated again on the same place.

Warning: There may be two reasons for unsatisfactory results of the blasting. a) Misfire of gelatin due to leakage of current from detonator. b) Overloading because of overburdens. Never pull the broken wire pieces from the holes in such case. Attempt should not be made to re-blast the misfired gelatin. The safest way is to make a fresh hole by its side and put fresh gelatin in that hole and blast it.

Precautions: The abstract of Explosives Rules 1983 which are relevant to our work is given below.

Restriction of delivery and dispatch of explosives: No person shall deliver or dispatch any explosives to anyone other than a person who is the holder of a licence to possess the explosives or the agent of a holder of such a licence duly authorised by him in writing on his behalf or is entitled under these rules to possess the explosives without licence. The explosives so delivered or dispatched shall in no case exceed the quantity which the person to whom they are delivered or dispatched is authorised to possess with or without a licence under these rules. No person shall receive explosives from any person other than the holder of a licence granted under these rules. No person shall receive from or transfer explosives to any person for a temporary storage or safe custody in a licensed premise unless prior approval is obtained from the Chief Controller. Person holding license for possession of explosives granted under these rules shall store the explosives only in the premises specified in the license.

Protection from lightening during storing: Every magazine shall have attached there to one or more efficient lightening conductors designed and erected in accordance with the specification laid down in Indian Standard Specifications No. 2309 as amended from time to time. The connections to various parts of earth resistance of the lightening conductor terminal on the building to the earth shall be tested at least once in every year by a qualified electrical engineer or any other competent person holding a certificate of competency in this behalf from the State Electricity Department. A certificate showing the results of such tests and the date of the last test shall be hung in conspicuous place in the building.

Precaution during thunder-storm: When a thunder - storm appears to be imminent in the vicinity of a magazine or store house every person engaged in or around such magazine and store house shall be withdrawn to a safe distance from such magazine or store house and the magazine and the store house shall be kept closed and locked until the thunder storm has ceased or the threat of it has passed.

Maintenance of records: Every person holding a license granted under these rules for possession, sale or use of explosives shall maintain records in the prescribed forms and shall produce such record on demand to an Inspection Officer.

Explosives not to be kept in damaged boxes: The licensee of every magazine or store house shall ensure that, the explosives are always kept in their original outer package. In case, the outer package gets damaged so that the explosive contained therein cannot be stored or transported, such explosives shall be repacked only after the same are examined by controller of explosives.

Storage of explosives in excess of the licensed quantity: The quantity of any kind of explosives kept in any licensed magazine or store house shall not exceed the quantity entered in the license against such kind of explosives. No explosives in excess of the licensed quantity shall be stored in the

magazine or store house unless a permit in this behalf is obtained from the licensing authority by a letter or telegram.

Precautions to be observed at Site: The Electric power at the blasting site shall be discontinued as far as practicable before charging the explosives. No work other than that associated with the charging operations shall be carried out within 10 meters of the holes unless otherwise specified to the contrary by the licensing authority. When charging is completed, any surplus explosives, detonators and fuses shall be removed from the vicinity of the holes and stored at a distance which should prevent accidental detonation in the event of a charge detonating prematurely in any hole. The holes which have been charged with explosives shall not be left unattended till the blasting is completed. Care shall be taken to ensure that fuse or wires connected to the detonation are not damaged during the placing of stemming materials and tamping.

Suitable warning procedure to be maintained: The licensee or a person appointed by the licensee to be in charge of the use of explosives at the site shall lay down a clear warning procedure consisting of warning signs and suitable signals and all persons employed in the area shall be made fully conversant with such signs and signals.

Precautions to be observed while firing: The end of the safety fuse if used in place of a detonator should be freshly cut before being lighted. The exploders shall be regularly tested and maintained in a fit condition for use in firing. An exploder shall not be used for firing a circuit above its rated capacity. The electric circuits shall be tested for continuity before firing. All persons other than the shot-firer and his assistant, if any, shall be withdrawn from the site before testing the continuity.

For the purpose of jointing, the ends of all wires and cables should have the insulation removed for a maximum length of 5 cm and should, then be made clear and bright for a minimum length of 2.5 cm and the ends to be joined should be twisted together so as to have a positive metal contact. Then these should be taped with insulation to avoid leakage when in contact with earth. In case of blasting with dynamite or any other high explosive, the position of all the bore holes to be drilled shall be marked in circles with white paint. These shall be inspected by the Contractor's agent. Bore holes shall be of a size that the cartridge can easily pass down. After the drilling operation, the agent shall inspect the holes to ensure that drilling has been done only at the marked locations and no extra hole has been drilled. The agent shall then prepare the necessary charge separately for each bore hole. The bore holes shall be thoroughly cleaned before a cartridge is inserted. Only cylindrical wooden tamping rods shall be used for tamping. Metal rods or rods having pointed ends shall never be used for tamping. Metal rods or rods having pointed ends shall never be used for tamping. One cartridge shall be placed in the bore hole and gently pressed but not rammed down. Other cartridges shall then be added as may be required to make up the necessary charge for the bore holes. The top most cartridge shall be connected to the detonator which shall in turn be connected to the safety fuses of required length. All fuses shall be cut to the length required before being inserted into the holes. Joints in fuses shall be avoided. Where joints are unavoidable, a semicircular niche shall be cut in one piece inserted in to the niche. The two pieces shall then be wrapped together with string. All joints exposed to dampness shall be wrapped with rubber tape.

The maximum of eight bore holes shall be loaded and fired at one occasion. The charges shall be fired successively and not simultaneously. Immediately before firing, warning shall be given and the agent shall see that all persons have retired to a place of safety. The safety fuses of the charged holes shall be ignited in the presence of the agent, who shall see that all the fuses are properly ignited. Careful count shall be kept by the agent and others of each blast as it explodes. In case all the charged bore holes have exploded, the agent shall inspect the site soon after the blast; but in case of misfire the agent shall inspect the site after half an hour and mark red crosser (X) over the holes which have not exploded. During this interval of half an hour, nobody shall approach the misfired holes. No driller shall work near

such bore until either of the following operations have been done by the agent for the misfired bore holes.

- a. The Contractor's agent shall be very careful when the tamping is damp dry extract the tamping with a wooden scraper and withdraw the primer and detonator.
- b. The holes shall be cleaned for 30 cm of tamping and its direction ascertained by placing a stick in the hole. Another hole shall then be drilled 15 cm away and parallel to it. This hole shall be charged and fired. This misfired holes shall also explode along with the new one.

Before leaving the site of work, the agent of one shift shall inform the another agent relieving him for the next shift, of any case of misfire and each such location shall be jointly inspected and the action to be taken in the matter shall be explained to the relieving agent. The Engineer-In-Charge shall also be informed by the agent of all cases of misfire, their causes and steps taken in that connection.

General Precautions: For the safety of persons red flags shall be prominently displayed around the area where blasting operations are to be carried out. All the workers at site, except those who actually ignite the fuse, shall withdraw to a safe distance of at least 200 meter from the blasting site. Audio warning by blowing whistle shall be given before igniting the fuse.

Blasting work shall be done under careful supervision and trained personnel shall be employed. Blasting shall not be done within 200 meters of an existing structure, unless specifically permitted by the Engineer-in-Chief in writing.

Precautions against misfire: The safety fuse shall be cut in an oblique direction with a knife. All saw dust shall be cleaned from inside of the detonator. This can be done by blowing down the detonator and tapping the one end. No tools shall be inserted into the detonator for this purpose.

If there is water present or if the borehole is damp, the junction of the fuse and detonator shall be made water tight by means of tough grease or any other suitable material. The detonator shall be inserted into the cartridge so that about one-third of the copper tube is left exposed outside the explosive. The safety fuse just above the detonator shall be securely tied in position in the cartridge. Waste proof fuse only shall be used in the damp borehole or when water is present in the borehole.

If a misfire has been found to be due to defective fuse, detonator or dynamite, the entire consignment from which the fuse, detonator or dynamite was taken shall be got inspected by the Engineer-in-chief or his authorised representative before resuming the blasting or returning the consignment.

Precaution against stray currents: Where electrically operated equipment is used in locations having conductive ground or continuous metal objects, tests shall be made for stray current to ensure that electrical firing can proceed safely.

B Laying of cables by HDD method -Specifications

1. Cable Laying by HDD method

1.1 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 out 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.

1.2 Horizontal Boring

Horizontal Boring along road and under railway/road/canals/streams crossing in all type of soils at prescribed depth, including all civil works & reinstatement as per standards, supply of all tested lifting tools and tackles other required equipment and consumable, labour etc., and making all such necessary arrangements are under tenderer's scope. Total job has to be completed within time schedule mentioned in work order.

The work includes different sizes of boring:

- Boring up to 60 mm diameter
- Boring from 61 to 100 mm diameter
- Boring from 151 to 200 mm diameter

1.3 In this system of cable laying, following job specifications should be maintained:

1. Guided boring/drilling technology is to be used.
2. Radar or any other detection system should be used for avoiding damage to existing underground utilities.
3. The depth of boring should be such as to clear any underground utilities/obstacles. However, in no case the depth of boring be less than 1.7m from the road surface.
4. In Horizontal and Vertical boring, the machine should be capable of going up to 10 meter below the ground level.
5. In a shift of 8 hours at least 200 meters of drilling longitudinal or 3 to 4 road crossings should be possible.
6. The span of HDD (shot length) will be decided by the Engineer-in –charge as per the site requirement wherever conventional trenching could not be carried out due to technical reasons.
7. The Contractor should provide sufficient Metal Barricades, Warning Lamps, Display boards indicating, the
 1. Name of the Contractor,
 2. Organization: BSNL,
 3. Contact Number at the work site.

1.4 Ground Penetrating Radar Survey and damage to Telephone Cable and other underground services.

The contractor should collect all available information regarding underground services and take necessary care to protect them. He should also have sufficient arrangements to identify and protect such underground services.

The contractor shall carry out Ground Penetrating radar survey along the proposed cable route at his own cost to identify the underground services and for setting out the routes as directed by Construction Officer. The Construction Officer shall provide route map to the contractor if available for plotting the existing utilities and setting the route for horizontal drilling.

1.5 Laying Cable

In case of laying Cable, the Contractor should take adequate precaution so that the cable is not damaged during laying.

At the time of completion of work, the records of actual route//depths of cable laid is to be transferred to the Construction Officer along with other necessary documents and drawing. The record of depth should be given at the interval of 5 meters.

1.6 Reinstatement of road surfaces

Any excavation done in the public property pits etc, the tenderer has to bring to the original form of surface, as per technical specification of Local authorities. All the reinstatement will be subjected to inspection of BSNL and Local authorities or any such agency as and when decided. If the quality of the reinstatement is found to be unsatisfactory, then penalties as applicable will be payable by the contractor.

1.7 Time frame for carrying out the works

The contractor is expected to carry out at least 200 mts of HDD including laying works in a day. The survey of the full route to be carried out for any underground utilities, in proposed route. This should be done at a rate of 1 Km per day.

The total time allowed to carry out the HDD will be calculated as below.

- i) Mobilization of resources -- 1 day
- ii) Survey of Routes -- 1 KM/ day
- iii) HDD -- 200 mts/ day

The work order will be issued indicating the dates of commencement & completion of work order as per the above time schedule.

1.8 Preparation of Documents

The documents should be prepared in the spiral bound sets which will contain the following.

- The route diagram indicating the road, Hand holes, Number and size of cables, important landmarks in one sheet.
- The detailed profile of the Horizontal Boring route to the scale of 1cm : 2 m to be drawn in A4 sheet indicating the following details:
 - a. The offset – every 10 m interval.
 - b. Land marks – minimum one per 30 m.
 - c. The depth of the boring profile – every 10 m interval.
 - d. Hand holes Number of Pipes / Cables and colour.
 - e. Other utilities running parallel or crossing the route.
- The documents should be prepared in computer using drawing tools of MS Office and six bound sets should be made over along with a soft copy. The drawings will be accepted by the Engineer in charge after verifying the correctness, usability.
- The documentation cost is part of the rate quoted in carrying out the work and no separate payment will be made for preparation of documents.

1.9 Installation standards & precautions to be taken:

Test & Inspections: Test & inspections of the completed duct/cable system shall be carried out. Upon final acceptance testing and inspection of the installed works, the contractor shall make over the same to Engineer-in-charge, after rectification of defects, if any.

2. **Instructions to contractors & precautions to be taken:** The contractor/authorized representative shall always be available at the site during the progress of work to take instruction from Engineer-in-charge or his representative. The contractor shall display at the site prominently the name and address of representative who can be contacted in case of emergency. In case local authorities insist for trenching during night, trenching activities will be restricted to night hours and no open trenches will be left during day hours. The Work shall be executed so as to cause minimum interference to road traffic and pedestrians. Suitable arrangements shall be made for providing passage to pedestrians and vehicles. The inconvenience to the public shall be remedied at the risk and cost of the contractor/agency and decision of Engineer-in-charge shall be final and binding. The contractor shall provide and maintain sufficient caution-cum-information boards, warning tapes

and adequate barricading with lighting arrangement, as required along excavation work areas as per requirement of the code of conduct for public utility for better road maintenance in the concerned city/state. Required no. of men shall be provided by the contractor at his own cost to control traffic, prevent any accidents to pedestrians or vehicles. Any violation of these guidelines, if it attracts any levies/damages, shall be borne by the contractor. Caution-cum-diversion board of reflector type shall be provided at each end of trench to caution the traffic and during dark hours, lights shall be operated at site. In the event of failure in observing the above mentioned precautions, BSNL shall provide warning boards, tapes, cones, barricading etc., at its discretion and debit the cost to contractors account. However this shall not absolve the contractor from his responsibilities and liabilities. In addition, the contractor shall be liable for the levy of fine not exceeding Rs.5000/- (Rupees Five Thousand Only) on a single occasion. The decision of Engineer-in-charge in respect of the defaults by the contractor and the amount of fine shall be final & binding. In case of repeated imposition of fine on three occasions, the contractor would be liable for penal action including termination.

All steps shall be taken to prevent damage to paving outside excavation areas & restore the same if damaged, at contractors cost and to protect paving form contamination by fuel and/ or oil from the equipment used at site.

Any useful material obtained from the excavation shall be stacked separately and shall be the property of BSNL/ Local bodies and shall be disposed of as per directions of Engineer-in-charge. Where pneumatic drills or other power driven road breaking appliances are used, they shall be fitted with silencing devices and the compressor machine shall be maintained in an efficient condition to avoid undue noise. In order to prevent damage to cable over a period of time, due to the growth of trees, roots bushes, etc., the contractor shall cut them if encountered in the path of alignment of trench without any additional charge.

SECTION – 3 Part C **Schedule of Requirements (SOR)**

The schedule of requirement under this tender is approximately 25 kms of trenching of various sizes of copper cable for development works by open trenching/HDD and allied works in Zone-I & Zone-II of Chennai Telephones. 65% of the trenching work is likely to be carried out by HDD and 35% by conventional trenching. The work is to be carried out as per field requirements. The unit cost w.r.t. each component of works will be as per the schedule of rates in Section 9, Part C.

SECTION – 4
Part-A
General Instructions to Bidders

1 DEFINITIONS

- a. **The BSNL means BHARAT SANCHAR NIGAM LIMITED, the Company with Board of Directors and Chairman & Managing Director, with Headquarters at New Delhi.**
- b. **BSNL Chennai Telephones means Bharat Sanchar Nigam Limited, Chennai Telephones headed by the Chief General Manager.**
- c. All references of :
- Chief General Manager
 - Principal General Manager
 - General Manager
 - Additional General Manager
 - Deputy General Manager
 - Asst. General Manager
 - Sub Divisional Engineer
 - Junior Telecom Officer
 - Chief Accounts Officer
 - Sr. Accounts Officer
 - Accounts Officer
 - Assistant Accounts Officer
 - Junior Accounts Officer

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

- d **GM CFA** means General Manager, Consumer Fixed Access of CHTD and his successors.
- e **General Manager** means all Area GMs of Chennai Telephones and their successors.
- f **Deputy General Manager** means all DGMs of Chennai Telephones District and their successors.
- g **AGM** means Assistant General Manager External/Construction of Chennai Telephones District in-charge of Cable Construction/UG Cable works and their successors.
- h **Jurisdiction** means present Telecom Network serving area by Chennai Telephones.
- i **Site Engineer:** Site Engineer shall mean an SDE of BSNL who may be placed by the Assistant General Manager as in-charge of the work at site at any particular period of time.
- j **A/T Unit:** A/T Unit shall mean Acceptance and Testing unit of BSNL.
- k **A/T Officer:** An officer authorized by BSNL to conduct A/T.
- l **Contract:** The term Contract means, the Documents forming the Tender and acceptance thereof and the formal agreement executed between the competent authority on behalf of **GM CFA, CHENNAI TELEPHONES** and the Contractor, together with the documents referred to therein including these Conditions, the Specifications, Designs, Drawings and Instructions issued from time to time, by the Engineer in-charge and all these documents taken together shall be deemed to form one contract and shall be complementary to one another. In the contract, the following expressions shall, unless the context otherwise requires, have the meanings, hereby respectively assigned to them. The expression works or work shall unless there be something

either in the subject or context repugnant to such construction, be construed and taken to mean the works by or by virtue of the contract, contracted to be executed whether temporary or permanent, and whether original, altered, substituted or additional.

- m **Contractor:** The Contractor shall mean the individual, Firm or Company, Enlisted with BSNL in accordance with the procedure for enlistment of Contractor whether incorporated or not, undertaking the works and shall include the Legal Personal Representative of such individual or the persons composing such Firm or Company, or the successors of such Firm or Company and the permitted assignees of such individual, Firm or Company.
- n **Work:** The expression “**works**” shall unless there be something either in the subject or context repugnant to such construction be construct 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.
- o **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.
- p **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.
- q **Normal time or stipulated time:** Normal time or stipulated time means time specified in the work order to complete the work.
- r **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.
- s **Date of Commencement of work:** Date of Commencement of Work means the date of actual commencement of work or 7th day from the date of issue of work order, whichever is earlier.
- t **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.
- u **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.
- v **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.
- w. **The Bidder:** means the Company. individual or firm who participates in this tender and submits its bid.
- x. **The Supplier" or "The Vendor" or "Service Provider"** means the individual or firm awarded the contract.
- y. **The Advance Work Order" or "Letter of Intent"** means the intention of Purchaser to place the Work Order on the bidder.
- z. **The Work Order"** means the order placed by the Purchaser on the Supplier signed by the

Purchaser including all attachments and appendices thereto and all documents incorporated by reference therein. The Work order shall be deemed as "Contract" appearing in the document.

- A. The **Purchaser** means the Bharat Sanchar Nigam Ltd. (BSNL), Chennai Telephones
- B. The **Services** means providing maintenance services for external plant which the Supplier is required to supply to the Purchaser under the contract.
- C. The **contract Price** means the price payable to the supplier under the work order for the full and proper performance on its contractual obligations.
- D. **Successful Bidder(s)** means the bidder(s) to whom work in this tender is awarded

2 ELIGIBILITY OF BIDDERS

Kindly refer to clause 4 of Section – 1 Part-A, i.e., Detailed NIT.

3 COST OF BIDDING

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

4 DOCUMENTS REQUIRED

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

5 CLARIFICATION OF BID DOCUMENTS

- 5.1 Prospective bidder, requiring any clarification on the Bid Documents shall notify BSNL in writing by Email to tender inviting authority as indicated in the invitation of Bid. BSNL shall respond in writing to any request for the clarification of the Bid Documents, which it receives latest up to 3 days from issue of NIT Copies of the query (without identifying the source) and clarifications by BSNL shall be sent to all the prospective bidders who have received the bid documents. (Format for submission of queries in Excel sheet only)
- 5.2 Any clarification issued by BSNL in response to query raised by prospective bidders shall form an integral part of bid documents and it shall amount to an amendment of relevant clauses of the bid documents.
- 5.3 The format in which the clarifications are to be sent via E-mail

S. No.	Section	Clause	Brief Description of the clause	Ref Page No in Bid	Comments of Bidder

6 AMENDMENT OF BID DOCUMENTS

- a) BSNL may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, may modify bid documents by amendments prior to the date of submission of Bids with due notification to prospective bidders.
- b) The amendments shall be notified in writing by Email or by Addendum through e-tendering portal to all prospective bidders on the address intimated at the time of purchase of the bid document from BSNL and these amendments will be binding on them
- c) In order to afford prospective bidders a reasonable time to take the amendment into account in preparing their bids, BSNL may, at its discretion, extend the deadline for the submission of bids suitably

7 DOCUMENTS COMPRISING THE BID

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

- a) Documentary evidence establishing that the bidder is eligible to bid and is qualified to perform the contract if its bid is accepted in accordance with the Clause 2 & 10.
- b) Bid Security declaration as per section as per section 7 Part A
- c) A Bid form and price schedule completed in accordance with Clause 8 & 9.

8.0 BID FORM

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

9.0 BID PRICES

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

10.0 **DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS**

10.1 The Bidder shall furnish, as part of his Bid Documents establishing the Bidder's eligibility, the following documents or whichever is required as per terms and conditions of Bid Documents.

- a) Valid MSE Certificate, if applicable. In case the ownership of such MSE Entrepreneurs happens to be from SC / ST category and/or owned by women, proof in this regard also need to be submitted.
- b) Additional documents to establish the eligibility and qualification of bidder as specified in Section-1.
- c) Power of Attorney as per Clause 14.3 (a) and (d) of this Section and authorization for executing the power of Attorney as per Clause 14.3 (b) or (c) of this Section.
- d) Tender profile as per section-8.
- e) Document proof of no near relationship.

- f) Documentary proof of GST registration. If the bidder is not registered with GST authority at the time of bid submission, then he shall have to submit GST registration at the time of award of work/ LOI/signing of contract, if declared successful.
- g) Certificates from all Directors/ Partners of the bidder Company/firm stating that none of their near relatives are working in BSNL in accordance with Clause 33 of this Section.
- h) Certificate of incorporation / Registration
- i) Article or Memorandum of Association or partnership deed or proprietorship deed as the case may be. List of all Directors including their name(s), Director Identification Number(s) (DIN) and address (es) along with contact telephone numbers of office and residence.

All documents mentioned in 10.0 above are to be uploaded online.

10 .2 Documentary evidence for financial and technical capability.(Accounts)

(a) The bidder shall furnish audited Annual Report for last two financial years & IT Returns (i.e. 2019- 20 and 2020-21) and a certificate from its bankers to assess its solvency/financial capability to the tune of 30% of annual estimated cost of tender.

(b) The bidder shall furnish documentary evidence about Job capability necessary to perform the contract

11. DOCUMENTS ESTABLISHING SERVICES CONFORMITY TO BID DOCUMENTS

11.1 Pursuant to Clause 7 of this Section, the bidder shall furnish, as part of its bid, documents establishing the conformity of its bid to the Bid Documents of all services which he proposes to supply under the contract.

11.2 The documentary evidences of the "services" conformity to the Bid Documents may be, in the form of literature, drawings, data etc. and the bidder shall furnish:

(a) A Clause-by-Clause compliance on the Purchaser's Job Specifications and Commercial Conditions demonstrating substantial responsiveness to the Job Specifications and Commercial Conditions. In case of deviations, a statement of the deviations and exception to the provision of the Job Specifications and Commercial Conditions shall be given by the bidder. A bid without Clause-by-Clause compliance of the Scope of Work, Section 3, General (Commercial) Conditions & Special (Commercial) Conditions, General Conditions (Section-5 Part A, B) shall not be considered.

12.0 BID SECURITY DECLARATION

12.1. Bid security declaration as per section 7 Part A.

12.2 The MSE bidders are Adherence to:

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 & Medium Enterprise claiming concessional benefits and fails to accept AWO/ Lol& submit required performance security or fails to obey any of the contractual obligations after being awarded work; he will be debarred from any further work/ contract by BSNL for one year from the date of issue of such order.

12.3 The bid security declaration is required to protect BSNL against the risk of bidder's conduct, which would warrant the forfeiture of bid security declaration pursuant to clause 12.5.

12.4 A bid not secured in accordance with clause 12.2 shall be rejected by BSNL being non-

responsive at the bid opening stage and archived unopened on e-tender portal for e-tenders and returned to the bidder unopened(for manual bidding process)

12.5 The bid security declaration may be enforced as follows:

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

13.0 PERIOD OF VALIDITY OF BIDS

13.1 Bid shall remain valid for period specified in Clause 2 of Tender Information. A bid valid for a shorter period and if on pointing out by BSNL for same, the bidder does not undertake to make his bid valid for required duration, then the bid shall be rejected by BSNL and treated as non-responsive.

13.2 In exceptional circumstances, BSNL may request the consent of the bidder for an extension to the period of bid validity. The request and the response thereto shall be made in writing. The bid security declaration provided under Clause 12 shall also be suitably extended. The bidder may refuse the aforesaid request without risk of forfeiture of its bid security. A bidder accepting the request and granting extension will not be permitted to modify its bid.

13.3 Price initially fixed at the time of Work Order shall remain fixed during the entire duration of contract including extension if any.

14.0 FORMAT AND SIGNING OF BID

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

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

14.3 Power of Attorney

- (a) The power of Attorney should be submitted and executed on the non-judicial stamp paper of appropriate value as prevailing in the concerned states(s) and the same be attested by a Notary public or registered before Sub-registrar of the state(s) concerned.
- (b) The power of Attorney be executed by a person who has been authorized by the Board of Directors of the bidder in this regard, on behalf of the Company/ institution/ Body corporate.
- (c) In case of the bidder being a firm, the said Power of Attorney should be executed by all the partner(s) in favour of the said Attorney.
- (d) In case, authorized signatory of the bid(i.e. POA holder) is different than the person who submits the online bids using digital signatures certificate(DSC), then the power of Attorney should also include the name of this person submitting online bids on e-tender portal.

15 SEALING AND MARKING OF BIDS

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

15.1.1 The bids are being called under Single Stage Bidding & Two stage opening using two Envelope System.

The details of sealing & marking of bids in each case is given below:

- 15.1.2 In Single stage bidding & single envelope system, the bidder shall submit all the documents specified for Techno-commercial bid & Financial bid in a single envelope -Not applicable for this tender.
- 15.1.3 In Single stage bidding & two envelopes system the bidder shall submit his bid online in two electronic envelopes; (Refer Section-4 Part C))
- The First envelope will be named as Techno-commercial bid. This envelope will contain documents of bidder's satisfying the eligibility / Technical & commercial conditions as per Clause 2 & 10 with Bid Security declaration as per Clause 12. Second envelope will be named as Financial bid containing Price Schedules as per Section 9 Part B.
- 15.2 a) The offline envelope shall be addressed to the purchaser inviting the tender: AGM(Tender),2 Kush Kumar Road,Chennai-34,Bharat Sanchar Nigam Limited, Chennai Telephones.
- b) The offline envelope shall bear the name of the tender, the tender number, and the words 'DO NOT OPEN BEFORE' (due date & time).
- c) The inner and outer offline envelopes (in case of manual tendering process) shall indicate the name and complete postal address of the bidder to enable the purchaser to return the bid unopened in case it is declared to be received 'late'.
- d) Offline envelope should be deposited in the tender box provided by tendering authority or sent by registered post or delivered in person on above mentioned address (address is given in Clause 15.2 (a) above). The responsibility for ensuring that the tenders are delivered in time, would vest with the bidder.
- e) Bids delivered in person on the day of tender opening shall be delivered up to specified time & date as stated in NIT toBSNL, at the venue (address is given in Clause 15.2 (a) above). The purchaser shall not be responsible if the bids are delivered elsewhere.
- f) Venue of Tender Opening: AGM (Tender), O/o GM CFA ,2,Kush Kumar Road,Chennai-34 at specified time & date as stated in NIT.

If due to administrative reasons, the venue of Bid opening is changed, it will be displayed prominently on BSNL website, e-tender portal(as the case may be).

- 15.3 If both the envelopes are not submitted as required at clause 15.1 and 15.2, the bid shall be rejected.

16 SUBMISSION OF BIDS

- 16.1 Bids must be submitted online only by the bidders on or before the specified date & time indicated in Clause 6 of Section-I i.e. DNIT.
- 16.2 BSNL may, at its discretion, extend this deadline for the submission of bids by amending the Bid Documents in accordance with Clause 6 in which case all rights and obligations of BSNL and bidders previously subject to the deadline will thereafter be subjected to the extended deadline.

17 LATE BIDS

- 17.1 No bid shall be accepted after the specified deadline for submission of bids prescribed by BSNL.

18 MODIFICATION AND WITHDRAWAL OF BIDS

- 18.1 The bidder may modify, revise or withdraw his bid after submission prior to deadline prescribed for submission of bid.
- 18.2 The bidder's modification, revision or withdrawal shall have to be online and digitally authenticated (in case of e-tendering) & physically (in case of manual bidding process) as per Clause 15.

18.3 Subject to Clause 20, no bid shall be modified subsequent to the deadline for submission of bids.

19 OPENING OF BIDS BY BSNL

19.1 BSNL shall open bids online (in case of e-Tenders) in the presence of the authorized representatives of bidders online who chose to attend, at time & date specified in Clause 7 of DNIT(Section-1) on due date.

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

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

19.4 Name of envelopes to be opened & information to be read out by Bid Opening Committee

(i) In Single stage bidding & two envelopes system, the bids will be opened in 2 stages i.e. the techno-commercial bid shall be opened on the date of tender opening given in NIT. The financial bid will not be opened on the Date of opening of techno commercial bids in this case & sealed financial bids will be handed over to BSNL, Tender section,2,Kushkumar Road, Nungambakkam, Chennai-34 (as applicable) for retention. Thereafter the CET will evaluate Techno-commercial bids & the report of CET will be approved by competent authority.

The financial bids of those bidders who are approved to be techno-commercially compliant by the competent authority, will be opened by TOC in front of techno commercially eligible bidders/authorized representatives by sending them a suitable notice.

(ii) The following information should be read out at the time of Techno-commercial bid opening:-

- a) Name of the Bidder
- b) Name of the item
- c) Bid security Declaration and acceptability
- d) Information in respect of eligibility of the bidder.
- e) Details of bid modification/ withdrawal, if applicable.

(iii) The following information should be read out at the time of Financial bid opening:-

- a) Name of the Bidder
- b) Name of the item
- c) Prices quoted in the bid
- d) Discount, if offered
- e) Taxes & levies

(Information as per electronic forms shall be populated as comparison chart on e-tender system and no information shall be read out)

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

20. CLARIFICATION OF BIDS

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

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

21 PRELIMINARY EVALUATION

21.1 BSNL shall evaluate the bids to determine whether they are complete, whether any

computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the bids are generally in order.

- 21.2 Arithmetical errors shall be rectified on the following basis. Based on the quoted percentage of taxes, etc. the amounts quoted thereof shall be worked out and rounded off to 2 decimal points.
- 21.3 If there is a discrepancy between words and figures, the amount in words shall prevail. If the supplier does not accept the correction of the errors, its bid shall be rejected.
- 21.4 Prior to the detailed evaluation pursuant to Clause 21, BSNL will determine the substantial responsiveness of each bid to the Bid Document. For purposes of these Clauses, a substantially responsive bid is one which confirms to all the terms and conditions of the Bid Documents without material deviations. BSNL's determination of bid's responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence.
- 21.5 A bid, determined as substantially non-responsive will be rejected by BSNL and shall not subsequent to the bid opening be made responsive by the bidder by correction of the non-conformity.
- 21.6 BSNL may waive any minor infirmity or non-conformity or irregularity in a bid which doesn't constitute a material deviation, provided such waiver doesn't prejudice or affect the relative ranking of any bidder.

22 EVALUATION AND COMPARISON OF SUBSTANTIALLY RESPONSIVE BIDS -

- 22.1 The BSNL shall evaluate in detail and compare the bids previously determined to be substantially responsive pursuant to clause 21.
- 22.2 The evaluation and comparison of responsive bids shall be done on the basis of Net cost to BSNL on the prices of the services offered excluding GST, as per the price schedule in the Section -9 Part B of the Bid Document after arithmetical correction in the manner laid down in clause 21.2 above.
- 22.3 Vendors should furnish the correct HSN/SAC in the price Schedule. If the supplier fails to furnish necessary supporting documents i.e. GST invoices etc.in respect of the Duties/taxes for which ITC is available to BSNL, the amount pertaining to such Duties/Taxes will be deducted from the payment due to the firm.

23 CONTACTING BSNL

- 23.1 Subject to Clause 20, no bidder shall try to influence BSNL on any matter relating to its bid, from the time of the bid opening till the time the contract is awarded.
- 23.2 Any effort by a bidder to modify its bid or influence BSNL in BSNL's bid evaluation, bid comparison or contract award decision shall result in the rejection of the bid.

24. PLACEMENT OF ORDER

- 24.1 BSNL-CHENNAI TELEPHONES shall consider award of contract only to those eligible Bidders whose offers have been found technically, commercially and financially acceptable.
- 24.2 The work against the Tender is for one year's requirement and Terms and Conditions of this Tender shall be operative for a period of one year from the date of signing of agreement between BSNL and the contractor, extendable to further one year on same terms & conditions subject to observation of limit in class 25.
- 24.3 .The ordering price of any bidder shall not exceed the lowest evaluated package price. However, at a later stage if there is any increase in Govt. duties/taxes within scheduled delivery date (SDD), the unit prices with applicable revised duties/taxes will be paid to suppliers irrespective of their ranking viz.L1/ L2/ L3Etc keeping other levies & charges unchanged.
- 24.4 The purchaser reserves the right for the placement of order of entire tendered quantity on the bidder with the lowest evaluated price.
- 24.5 In the event of L2 and so on bidders refusing to accept its package de rated to the price of L1 bidder, BSNL reserves the right to issue work order for entire quantity to the L1 bidder. It is mandatory for the L1 bidder to accept such an offer at evaluated L-1 price and shall

perform the whole contract as envisaged in the tender document. The additional quantity, due to non-acceptance of respective quantity by L2 and/or L3 and so on bidders, as envisaged in clause 3 (Distribution of Quantity) in section 4 Part B, shall be carried out by the L-1 bidder as part of whole contract.

25 PURCHASER'S RIGHT TO VARY QUANTITIES

- (a) BSNL reserves the right to increase or decrease up to 25% of the quantity of services Specified in the schedule of requirements without any change in the unit price or other terms and conditions at the time of award of contract.
- (b) BSNL also reserves the right for placement of additional order or up to 50% of the additional quantities of services contained in this running tender/contract within a period of twelve months from the date of acceptance of Letter of Intent in the tender at the same rate or a rate negotiated (downwardly) with the existing contractors considering the reasonability of rates based on prevailing market conditions and the impact of reduction in duties and taxes etc.
- (c) In exceptional situation where the requirement is of an emergent nature and it is necessary to ensure continued supplies from the existing vendors, the purchaser reserves the right to place repeat order up to 100% of the quantities of goods and services contained in the running tender/contract within a period of twelve months from the date of acceptance of Letter of Intent in the tender at the same rate or a rate negotiated (downwardly) with the existing contractors considering the reasonability of rates based on prevailing market conditions and the impact of reduction in duties and taxes etc. Exceptional situation and emergent nature should be spelt out clearly detailing the justification as well as benefits accrued out of it and loss incurred in case this provision is not invoked and approved by the authority competent to accord administrative and financial approval for the quantum of work calculated on the basis of total quantum of work i.e. initial and proposed add on quantity.

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

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

27 ISSUE OF LETTER OF INTENT

- 27.1 The issue of letter of intent shall constitute the intention of BSNL to enter in to the contract with the Bidder. Letter of Intent will be issued as offer to the successful Bidder.
- 27.2 The Bidder shall within 14 days of issue of letter of intent, give his acceptance along with material security in conformity with Clause-5, Section-5, provided with the Bid Documents and performance security in conformity with the proforma provided with the bid document at Section 7B.

28 SIGNING OF AGREEMENT

The signing of Agreement shall constitute the award of contract on the Bidder. The Agreement with the successful Bidder shall be signed by BSNL-CHENNAI TELEPHONES within a week of submission of material security as per Clause-27.2 above.

29. ANNULMENT OF AWARD

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

30. Quality Assurance (QA) Requirements: Deleted.

31. REJECTION OF BIDS

- 31.1 While all the conditions specified in the Bid documents are critical and are to be complied, special attention of bidder is invited to the following Clauses of the bid documents. Non-compliance of any one of these shall result in outright rejection of the bid.
 - a) The bids will be rejected at opening stage if Bid security declaration is not submitted as per

Clause 12 and bid validity is less than the period prescribed in Clause 13.1 mentioned above.

- b) Clause 2 & 10 of Section-4 Part A: If the eligibility condition as per Clause 2 of Section 4 Part A is not met and/ or documents prescribed to establish the eligibility as per Clause 10 of Section 4 Part A are not enclosed, the bids will be rejected without further evaluation.
- c) Clause 11.2 (a) of Section-4 Part A: If Clause-by-Clause compliance as well as deviation statements as prescribed are not given, the bid will be rejected at the stage of primary evaluation.– This Clause is Not Applicable
- d) While giving compliance to Section-5 Part A, General Commercial conditions, Section-4 Part B, Special Instructions to Bidders, Section-5 B Special (Commercial) Conditions of Contract and Section-3 Technical Specifications ambiguous words like "Noted", "Understood", "Noted & Understood" shall not be accepted as complied. Mere "Complied" will also be not sufficient, reference to the enclosed documents showing compliances must be given.
- e) Section-9 Price Schedule: Prices are not filled in as prescribed in price schedule.

31.2 Before outright rejection of the Bid by Bid-opening team for non-compliance of any of the provisions mentioned in Clause 31.1(a), 31.1(b) of Section-4PartA, the bidder company is given opportunity to explain their position, however if the person representing the company is not satisfied with the decision of the Bid opening team, he/they can submit the representation to the Bid opening team immediately but in no case after closing of the tender process with full justification quoting specifically the violation of tender condition if any.

31.3 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.

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

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

32. **ACTION BY PURCHASER AGAINST BIDDER(S)/ VENDOR(S) IN CASE OF DEFAULT.**

As per Appendix-1 to Section 4 Part A.

33 **Deleted**

34. **NEAR-RELATIONSHIP CERTIFICATE**

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

Directors appointed by Govt. of India or the Governor of the state and full time Directors of PSUs both state and central. Due to any breach of these conditions by the company or firm or any other person the tender will be cancelled and Bid Security will be forfeited at any stage whenever it is noticed and BSNL will not pay any damage to the company or firm or the concerned person.

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

34.3 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).

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

35. VERIFICATION OF DOCUMENTS AND CERTIFICATES

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

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

Note for Tender opening Committee:

- At the time of tender opening, the TOC will check/ verify that the documents conforming to eligibility part are submitted by the participant bidder duly authenticated by the authorized signatory to obviate any possibility of doubt and dispute and maintain veracity of the documents / papers/ certificates.
- The documents/ papers to be submitted in respective bid part have been explicitly stated in Clause-7 of Section-4 Part A.
- This opened bid part which is already signed by the authorized representative of the bidder company during bid submission will be signed by the tender opening committee on hard copy and preserve it along with the bids received online in case of e-tendering.
- These papers will be treated as authentic one, in case of any dispute.

36 Security Clause as per latest guidelines and requirement

Mandatory Licensing requirements with regards to security related concerns issued by the Government of India from time-to-time shall be strictly followed and appropriate clauses shall be added in all bid documents. Necessary guidelines in this regard shall be issued separately.

37 Reservation/ Procurement from MSE units

The guidelines / instructions / laws issued vide D.O. no 21(1) -2011-M.A..April 25th, 2012 from Ministry of Micro, Small & Medium Enterprise (MSME) with respect to provisions for Micro & Small Enterprises (MSEs) shall be followed.

Appendix-1 to Section 4 Part A

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 bidder for procurement of Goods & Services including participation in future tenders invited by BSNL for 3 years from
	a) Bank Instruments with the bid to meet terms & condition of tender in respect of tender fee.	
	b) Certificate for claiming exemption in respect of tender fee and	

	and detection of default at any stage from receipt of bids till award of AWO/ issue of WO.	date of issue of banning order. iii) Termination/ Short Closure of WO, if issued. This implies non-acceptance of further work & services except to make the already received complete work in hand.
	Note 1:- However, in this case the performance guarantee if alright will not be forfeited.	
	Note 2:- Payment for already received completed work shall be made as per terms & conditions of WO.	
1(b)	Submitting fake / forged documents towards meeting eligibility criteria such as experience capability, supply proof, registration with GST, Income Tax departments etc and as supporting documents towards other terms & conditions with the bid to meet terms & condition of tender :	
	<i>(i) If detection of default is prior to award of AWO</i>	i) Rejection of Bid & ii) Banning of Business for upto three years which implies Barring further dealing with the vendor for procurement of Goods & services including participation in future tenders invited by BSNL for upto three years from date of issue of banning order.
	<i>(ii) If detection of default after issue of AWO but before receipt of PG/ SD (DD, BG etc.)</i>	i) Cancellation of AWO, ii) Rejection of Bid & iii) Banning of Business for upto three years which implies Barring further dealing with the vendor for procurement of Goods & services including participation in future tenders invited by BSNL for upto three years from date of issue of banning order.
1(b) contd	<i>(iii) If detection of default after receipt of PG/ SD (DD, BG etc.).</i>	i) Cancellation of AWO ii) Rejection of Bid & iii) Forfeiture of PG/ SD. iv) Banning of Business for upto three years which implies Barring further dealing with the vendor for procurement of Goods & services including participation in future tenders invited by BSNL for upto three years from date of issue of banning order.
	<i>(iv) If detection of default after issue of WO</i>	i) Termination/ Short Closure of WO and Cancellation of AWO ii) Rejection of Bid & iii) Forfeiture of PG/ SD. iv) Banning of Business for upto three years which implies Barring further dealing with the vendor for procurement of Goods & services including participation in future tenders invited by BSNL for upto three years from date of issue of banning order.
	Note 3:- However, settle bills for the services received 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 AWO and SD/ PG by L-1 bidder within time period specified in AWO.	Enforcement of Bid Security Declaration
4.1	Failure to execute the work at all even in extended delivery schedules, if granted against WO.	i) Termination of WO. ii) Under take work in accordance with Clause 15 Section 5A at the risk of defaulting bidder iii) Recover the excess charges if incurred from the PG/ SD and outstanding bills of the defaulting Vendor.
4.2	Failure to execute the work in full even in extended delivery schedules, if granted against PO/ WO.	i) Short Closure of WO to the service already received by BSNL and/ or in pipeline provided ii) Under take work in accordance with Clause 15 Section 5A at the risk of defaulting bidder iii) Recover the excess charges if incurred from the PG/ SD and outstanding bills of the defaulting bidder.
5.1	The site does not meet the Service Levels as mentioned in the WO/Contract.	Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD.
6	Submission of claims to BSNL against a contract	i) Recovery of over payment from the outstanding dues of Vendor including 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 .	
	c) for amount higher than that approved by BSNL for that service.	
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	b) Disrupts/ Sabotages functioning of the BSNL network equipments such as exchanges, BTS, BSC/ MSC, Control equipment including IN etc., transmission equipments but not limited to these elements and/ or any other TSP through BSNL.	iv) Legal action will be initiated by BSNL against the Vendor if required.
	c) Tamper 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 WO.</p> <p>ii) Settle bills for the service received if pending work does not affect the working or use of the services received</p> <p>iii) Undertake work in accordance with Clause 15 Section 5A at the risk of defaulting bidder</p> <p>iv) In case of turnkey projects, If the services are provided without any degradation of performance, then settle bills for the acceptable service (or its part).</p>
		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.	<p>i) Termination/ Short Closure of the WO.</p> <p>ii) Settle bills for the service received if pending work does not affect the working or use of the services received</p> <p>iii) Undertake work in accordance with Clause 15 Section 5B at the risk of defaulting bidder</p> <p>iv) In case of turnkey projects, If the services are provided without any degradation of performance, then settle bills for the acceptable service (or its part).</p> <p>Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD.</p>
10	If the vendor does not return/ refuse to return BSNL's dues:	i) Take action to appoint Arbitrator to adjudicate the dispute.
	a) in spite of order of Arbitrator.	<p>i) Termination of contract, if any.</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 from date of issue of banning order or till the date by which vendor clears the BSNL's dues, whichever is later.</p> <p>iii) Take legal recourse i.e. filing recovery suit in appropriate court.</p>

	b) in spite of Court Orders.	<p>i) Termination of contract, if any.</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 from date of issue of banning order or till the date by which vendor clears the BSNL's dues, whichever is later.</p>
11	If the Central Bureau of Investigation/ Independent External Monitor (IEM) / Income Tax/ GST Authorities / Custom Departments recommends such a course	Take Action as per the directions of CBI or concerned department.
12	<p>The following cases may also be considered for Banning of business:</p> <p>(a) If there is strong justification for believing that the proprietor, manager, MD, Director, partner, employee or representative of the vendor/ supplier has been guilty of malpractices such as bribery, corruption, fraud, substitution of tenders, interpolation, misrepresentation with respect to the contract in question.</p> <p>(b) If the vendor/ supplier fails to execute a contract or fails to execute it satisfactorily beyond the provisions of clause 4.1 & 4.2.</p> <p>(c) If the vendor/ supplier fails to submit required documents/ information, where required.</p> <p>(d) Any other ground which in the opinion of BSNL is just and proper to order for banning of business dealing with a vendor/ supplier.</p>	<p>i) Banning of business for 3 years which implies Barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order.</p>
<p>Note 7: The above penalties will be imposed provided it does not clash with the provision of the respective tender.</p>		
<p>Note 8:-In case of clash between these guidelines & provision of invited tender, the provision in the respective tender shall prevail over these guidelines.</p>		
<p>Note 9: Banning of Business dealing order shall not have any effect on the existing/ ongoing works which will continue along with settlement of Bills.</p>		

SECTION-4 Part B
SPECIAL INSTRUCTIONS TO BIDDERS

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

1. Eligibility Conditions

- 1.1 The eligible bidder(s) should be a registered Indian company.
- 1.2 The bidder should possess sufficient experience in the field of “**Cable laying works**” in DOT, BSNL, MTNL, Govt. UT, PSU and Statutory bodies. Proof in the form of experience certificate in ORIGINAL issued by a licensed Operator in any LSAs in India for having completed “**Cable Laying Works**”, signed by an authorized signatory shall be attached.
- 1.3 The bidder should have sound financial background and workforce. Proof of turnover of 2 previous years shall be attached.
- 1.4 The company should possess valid GST registration and should have valid PAN No.
- 1.5 The Bidder should not have been black-listed by Central/ State Governments/ PSUs. A self-declaration may be submitted along with the bid document.
- 1.6 The bidders shall submit necessary documentary proof (self-attested) showing that they meet the eligibility criteria along with their bid.

2. Bid Security Declaration

The bank guarantee/DD for bid security or Micro & Small Enterprise (MSE) registration certificate for claiming exemption from submission of bid security, as prescribed in clauses 11.1 & 11.2 of Section-4 A of the bid document should be submitted by the bidder in a separate cover. The bank guarantee/DD so submitted shall be as per the format given in Section-7 A on prescribed judicial paper with stamps of proper value and should contain full address of the issuing branch of the bank with its telephone number and FAX number.

Distribution of Quantity

- (i) The Purchaser intends to limit the number of technically and commercially responsive 3 bidders from the list of such bidders arranged in increasing order of their evaluated prices starting from the lowest for the purpose of ordering against this tender. The distribution of the quantity shall be as given in the Table-1 or Teble-2 below.

Table -1

(Without Provision for MSE Units)

No. of bidders to be approved	Quantity allotted to the respective bidder		
	L1	L2	L3
One bidder	100%	NIL	NIL
Two bidders	60%	40%	NIL
Three bidders	50%	30%	20%

Table -2

(With Provision for MSE Units)

No. of bidders to be approved	Quantity allotted to the respective bidder (Column-2)			Qty earmarked for MSE bidder(s)
	L1	L2	L3	
One bidder	75%	NIL	NIL	25%

Two bidders	45%	30%	NIL	25%
Three bidders	37.5%	22.5%	15%	25%

Note-1. If no eligible MSE bidders are available, then aforesaid earmarked 25% Quantity shall be de-reserved and the allotted quantity for other general bidders will be restored to 100% and distribution shall be as per Table 1.

Note-2: : (i) If L-1, L-2, L-3, etc happens to be MSE bidders then they will be given allotted quantity as per the applicable sub-column of column 2 of above table. In case, there are MSE bidders whose quoted price is within +15% of L-1 price then 25% reserved quantity shall be distributed amongst such MSE bidders.

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

However, the purchaser reserves the right for the placement of order of entire tendered quantity on the bidder with the lowest evaluated price.

(iii) Increase in percentage of procurement of goods and services by Government Department/CPSEs from MSEs has been increased to 25% of their total procurement and

(iv) Minimum 3% reservation for woman owned MSEs within the above mentioned 25% reservation is provided.

(v) The 25% includes a sub-target of 5% procurement from the MSEs owned by SC/ST entrepreneurs.

Note 3:De-rating factor shall be calculated for determination of ordering price in r/o L-2 & others based on L-1 price

SECTION-4 Part C

E-Tendering Instructions to Bidders

General

The Special Instructions (e-Tendering instructions to bidders) supplement 'Instruction to Bidders', as enclosed in the E-tender Document.

Submission of Bids 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, BSNL, Chennai Telephones has decided to use the portal (<http://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 - Two Envelopes, followed by 'e-Reverse Auction' after opening of Financial-part, if required.

In case of two envelope system financial and techno-commercial bids shall be submitted by the bidder at the same time through online.

2. Broad outline of activities from Bidders prospective:

1. Procure a Digital Signing Certificate (DSC)
2. Register on Electronic Tendering System® (TENDER WIZARD)
3. Create Users and assign roles on TENDER WIZARD
4. View Notice Inviting Tender (NIT) on TENDER WIZARD
5. Download Official Copy of Tender Documents from TENDER WIZARD
6. Clarification to Tender Documents on TENDER WIZARD
 - Query to BSNL (Optional)
 - View response to queries posted by BSNL
7. Bid-Submission on TENDER WIZARD
8. Attend Public Online Tender Opening Event (TOE) on TENDER WIZARD
 - Opening of Technical-Part
9. Post-TOE Clarification on TENDER WIZARD (Optional)
 - Respond to BSNL's Post-TOE queries.
10. Attend Public Online Tender Opening Event (TOE) on TENDER WIZARD
 - Opening of Financial-Part (Only for Technical Responsive Bidders)
11. Participate in e-Reverse Auction on TENDER WIZARD if required by BSNL.
12. BSNL reserves the right to go for manual negotiation without resorting to e reverse auction in case of only one techno commercially qualified bidder for the cluster.

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

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 (<http://www.tenderwizard.com>) 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 TENDER WIZARD 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.

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.

For training of bidders, the bidders shall contact the Tender Wizard's Help Desk.

Tender Wizard's Helpdesk	Mobile Nos.	E-mail ID
	9894191904	twhelpdesk680@gmai.co
	9941947400	m twhelpdesk438@gmai.co
		m

General Help Desk No. 080-40482000

General mail ID: bsnlthelpdest@gmail.com

BSNL Contact

BSNL's Contact Person-1	BSNL's Contact Person-2
AGM MM/TENDER Mobile No. 9444960580 From 10:00 hours to 17:30 hours on working days	SDE Tender Mobile No. 044- 9445010711 From 10:00 hours to 17:30 hours on working days

5. Bid 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 Declaration in original.
- Submission of digitally signed / Manually signed scanned copy of Tender Documents / Addendum
- Two Electronic Envelopes containing
 1. Techno-commercial-Part
 2. Financial-Part

6. Offline Submissions

1. Bid Security declaration in original
2. Payment Receipt of Tender fee
3. Letter of Authorization
4. Power of attorney in accordance with 14.3 Sec.4 Part A

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

7. Public Online Tender Opening Event (TOE)

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

Every legal requirement for a transparent and secure 'Public Online Tender Opening Event (TOE)' has been implemented on TENDER WIZARD.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)'.

TENDER WIZARD 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.

TENDER WIZARD 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 TENDER WIZARD. For a particular tender, the screens viewed by a Supplier will depend upon the options selected by the Buyer concerned.

8. E-Reverse Auction

E-Reverse Auction would be conducted item wise on net cost to BSNL value for bid evaluation, subsequently after the opening of the Financial-Part.

The following would be parameters for e-Reverse Auction:

SI No	Parameter	Value
1	Date and Time of Reverse-Auction Bidding Event	Will be intimated to Responsive bidders after the opening of Financial-part.
2	Duration of Reverse-Auction Bidding Event	One or Two hours
3	Automatic extension of the 'Reverse-Auction Closing Time', if last bid received is within a Pre-defined Time-Duration' before the 'Reverse-Auction Closing Time'	Yes
3.1	Pre-defined Time-Duration	5 minutes
3.2	Automatic Extension Time-Duration	10 minutes
3.3	Maximum no of Auto-Extension	6 Automatic Extension
4	Criteria of Bid-Acceptance	'Beat on Starting Price', as well as, 'Beat on Rank-1 Bid Value'
5	Entity – Start-Price	L1 of the respective item of Financial-Part
6	Minimum Bid-Decrement	Will be intimated later
7	Display of 'Pseudo Identity' of Bidders during bidding	All Bidders, as well as, BSNL's officers.
8	Display of Bidder's own current Rank	Yes

Note: Parameters at SI. No. 5 & 6 shall be confirmed after opening and evaluation of financial bid parts.

8.1 BSNL reserves the right to go for manual negotiation without resorting to e reverse auction in case of only one techno commercially qualified bidder for the cluster.

9. Other Instructions

For further instructions, the vendor should visit the home-page of the portal ([https:// www.Tender Wizard.com](https://www.TenderWizard.com)), and go to the User-Guidance Center. The help information provided through 'TENDER WIZARD 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 TENDER WIZARD.

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 TENDER WIZARD
2. Register your organization on TENDER WIZARD well in advance of your first tender submission deadline on TENDER WIZARD.
3. Get your organization's concerned executives trained on TENDER WIZARD well in advance of your first tender submission deadline on TENDER WIZARD.
4. Submit your bids well in advance of tender submission deadline on TENDER WIZARD (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 TENDER WIZARD, the fourth instruction is relevant at all times.

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. 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).
 - Vendors Training Program

TENDER WIZARD may be contacted for further details.

SECTION – 5
Part A

GENERAL (COMMERCIAL) CONDITIONS OF THE CONTRACT

1 APPLICATION

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

2 STANDARDS

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

3 PRICES

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

4 SUB CONTRACTS

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

5 SECURITY

(i) Material Security

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

(ii) PERFORMANCE SECURITY

- (a) All suppliers (including MSEs who are registered with the designated MSME, bodies like National Small Scale Industries Corporation etc.) shall furnish performance security valid for a period of 2 and 1/2 years to the purchaser for an amount equal to 3 % of the awarded tender

amount mentioned in the Letter of Intent within 14 days from the date of issue in the proforma at Section 7B.

- (b) The Contractor shall permit BSNL, at the time of making any payment to him for work done under the contract, (to deduct such sum in addition to the sum already deposited as security deposit) an amount to the tune of 7.5 % of running bills/final bill.
- (c) 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.
- (d) The Performance Security Deposit shall be refunded after expiry of Warranty period of last work executed provided there are no recoveries to be made arising out of poor quality of work, incomplete work and/or violation of any Terms and Conditions of the contract as stipulated in the Bid Document and after completion of the contractor obligation.
- (e) It is expressly made clear that the entire Performance Security i.e. the amount of Performance Bank Guarantee together with the amount of Security Deposit recovered from the running Bills shall stand forfeited in case of failure in the part of the Contractor to fulfill the Contractual Obligations and the Contract shall be terminated/short closed/cancelled by the Competent Authority.
- (f) No interest will be paid to the Contractor on the Security Deposit.

6 ISSUE OF WORK ORDERS AND TIME LIMIT

- 6.1 The Work Order shall be issued so as to include all terms of works of one or more Primary Cable(s) in large exchange systems (MDF to pillar and/or pillar to DPs) **or** for entire Exchange area in case of small and medium Exchanges. The idea behind issuing Work Orders in this way is to ensure that the network becomes ready from MDF to Pillar and/or Pillar to DPs for release of connections on completion of works entrusted against the Work Order. This makes it possible for ensuring end-to-end testing of cable pairs. The Contractor shall organize the work in such a way so as to deliver *meaningful output* of requisite quality within shortest possible time. If there is a trench common to number of Primary Cable works, which are to be given in different work orders, the common trench may be given in one work order and in other work orders only laying of cables in that common trench and other works shall be mentioned. The work shall be taken up in such a way that cables are available from MDF to Pillar or Pillar to DP in a shortest possible time.
- 6.2 **The Work Orders shall be issued by the Assistant General Manager** in-Charge of Cable Construction works after examining the Technical and planning details of the works to be executed.
- 6.3 If due to any reason partial Work Order is to be issued then the same shall be issued with the approval of an Officer not below the rank of Area General Manager/ Area DGM.
- 6.4 The AGM shall mention the time limit to execute the Work Order after seeing the quantum of work and store availability position.
- 6.5 BSNL reserves the right to cancel or modify the scope of work stipulated to be carried out against the Work Order in the event of change of plan necessitated on account of Technical reasons or in the opinion of Work Order issuing Authority or Area GM / Area DGM, the Contractor is not executing the work at the required place.

7 EXTENSION OF THE TIME LIMIT

7.1 General

- 7.1.1 In each Work Order, the Work Order issuing Authority shall specify the time allowed for completion of work consistent with the magnitude and urgency of work. The time allowed for

- 7.1.2** carrying out the work is to be strictly observed by the Contractor and shall be reckoned from seventh day from the date of issue Work Order.
- 7.1.3** In as much as “the time being deemed to be the essence of contract”, throughout the stipulated period of contract, the work is to be proceeded with all due diligence on the part of the Contractor.
- 7.2** Application for Extension of the Time and Sanction of Extension of Time (EOT)
- 7.2.1** There may be some hindrances, other than covered under *force majeure*, while execution of work and in such cases the Contractor shall apply in writing in the prescribed form as given in Annexure-C) to the Engineer-in-Charge for extension of time (EOT), on account of which he desires such extension within three days of occurrence of hindrance. The Engineer-in-charge shall forward the request to the Competent Authority (an Officer of the Rank of JAG level in-charge of Cable Construction work) with his detailed report and photocopy of the Hindrance Register, in the prescribed form (Annexure D) within three days of receipt of request from the Contractor. The Competent Authority is empowered to grant extension of time for completion of work on certain conditions. He shall exercise such powers, if the following conditions are satisfied.
- 7.2.1.1** The application contains the ground (s), which hindered the Contractor in execution of work.
- 7.2.1.2** The Engineer-in-charge is of the opinion that the grounds shown for extension of time are reasonable.
- 7.2.2.** The Competent Authority shall consider the request keeping all the facts and circumstances in view and shall grant extension of time, if in his opinion, there are reasonable and sufficient grounds for granting such extension and the reasons for delay are not ascribable to the Contractor.
- 7.2.3.** The Competent Authority may also grant extension of time for completion of work in cases where reasons for delay are ascribable to the Contractor, but such extension of time shall be with LD charges as per Clause dealing with penalty for delays in execution of works. The extension of time with LD charges shall be issued under the signature of JAG level Telecom. Officer competent to grant the extension of time.
- 7.2.4** The Competent Authority shall grant EOT with time period completion of work expressly mentioned. The sanction of the Competent Authority of EOT shall be issued under the signature of the Engineer-in-charge.
- 7.2.5** If the Competent Authority is of the opinion that the grounds shown by the Contractors are not reasonable and sufficient and declines to grant the extension of time, the Contractor cannot challenge the soundness of the opinion by reference to Arbitration. The decision of the Competent Authority on period of extension of time or refusal for extension of time shall be final and binding on the Contractor.

7.3 Grant of Extension of Time without Applications

- 7.3.1** There are, at times, practical difficulties like non-availability of materials, delay in providing permissions/right of way etc. reasons of which are ascribable to BSNL. In such cases, the Engineer-in-charge with the approval of Competent Authority to sanction EOT, may issue extension of time *suo moto* without waiting for Contractor to make an application for EOT. Entry of hindrances shall be made in the Hindrance Register (Annexure D). BSNL will, however, not be liable to the Contractor for any losses or damages, costs, charges, or expenses that the Contractor may in any way sustain/suffer due to delay in making the above available.

8. MEASUREMENT, INSPECTION, TESTING AND ACCEPTANCE TESTING

8.1 Measurement

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

8.1.2 Responsibility of taking and recording measurements: The measurement of various items of work shall be taken and recorded in the measurement book issued with each work order. The measurement shall be taken and recorded by an Officer not below the rank of Junior Telecom Officer, supervising the work. The Junior Telecom Officer/Sub Divisional Engineer, directly responsible for supervision of work, shall be responsible for accuracy of **100%** of measurements. The Sub Divisional Engineer where Junior Telecom Officer is supervising officer shall be responsible for conducting test check of **20%** of measurements. The AGM shall be responsible for conducting of 10% of measurements.

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

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

- **Measurement of depth of Trenches**

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

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

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

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

30 cms to 39 cms	20% of approved rates
20 cms to 29 cms	NIL
20 cms to 19 cms	NIL
Below 10 cms	NIL

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

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

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

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

- **Measurement of length of cable.** The length of cables laid in Trenches, through Pipes and through Ducts shall be measured by use of roadometer /measuring tape. The length should be cross verified with the marking of lengths on the cables. The lengths shall be recorded in sheet provided in the measurement book.
- **Measurement of other items.** The measurement/numerical details of other items shall be recorded in the sheets provided for respective items viz.
 - Erection, Termination, Painting and Sign Writing of D.Ps.
 - Construction of Plinths and Erection, Painting & Sign Writing of Pillars.
 - Termination of cables on MDF and Pillars (Primary Cables).
 - **Termination of Cables on Pillars and DP (Distribution cables).**

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

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

8.1.7 Measurement of the work of cable pulling through pipe/duct will be taken equal to the length of the pipe/duct through which the cable has been pulled and not the total length of the cable pulled through pipe/duct.

8.2 Inspection, and quality control

8.2.1 The Quality of Works: The importance of quality of U.G. Cable Construction works cannot be over-emphasized. The quality of Telecom Service largely depends on the quality of External

Plant of which U.G. Cable component covers the major portion. The U.G. cables are vulnerable to damages due to work of other agencies.

- 8.2.2** The quality of U.G. Cable plant depends upon the quality of individual items of work involved viz. Depth of Cables laid, care while paying & laying, Protection, Jointing of Cables and Termination of MDF, Pillars & DPs and at last but not the least on documentation of cable network. In order to ensure quality in Cable Construction Work, each component of work needs attention. The works shall be carried out strictly in accordance with specifications laid down to achieve the requisite quality aim.
- 8.2.3** It is imperative that the Contractor(s) is/are fully conversant with the construction practices and shall be fully equipped to carry out the work in accordance with the specifications. The contractors are expected and bound to ensure quality construction works in accordance with specifications laid down. The Contractor shall engage adequate and experienced supervisors to ensure that works are carried out as per specifications and with due diligence and in a professional manner. The contractors shall satisfy himself/themselves that the work conforms to the quality specifications before offering the same to A.T. wing for Acceptance and Testing.
- 8.2.4** An assessment of extent of interest shown by the Contractors in executing the works with requisite quality shall be recorded and used in evaluating the Contractor's Performance Rating (CPR).
- 8.2.5** In addition to Acceptance Testing being carried out by A/T wing and supervision by Construction Officers, all works at all times shall be open to inspection of BSNL.
- The Contractors shall be bound, if called upon to do so, to offer the works for inspection without any extra payment.
- 8.2.6 Site Order Book:** The Site Order Book is one of the primary records to be maintained by the JTO supervising the work during the course of execution of works. The noting made by Officers as well as Contractors, will form as basis for operation of many Contractual Clauses. The Contractor shall remove all the defects pointed out by BSNL in the Site Order Book (Annexure B)
- 8.2.7** The Site Order Book is to be maintained in the prescribed format. The Contractor or their Authorized Representatives shall also be at liberty to note their difficulties etc. in these books. The Site Order Books shall invariably be consulted at the time of making final payments to the Contractor.

8.3 Testing and Acceptance Testing :

- 8.3.1** The work shall be deemed to have been completed only after the same has been accepted by the A.T. officer for conducting test checks without any extra payment. The Contractor shall restore the pits after test measurements to its original shape. The Contractor shall be responsible to provide test/measurement tools and testers for conducting various tests.
- 8.3.2 Scope of Acceptance and Testing:** The purpose of Acceptance and Testing is to verify integrity of measurement and quality of work done. The A.T. officer shall not be responsible for recording of measurements for the purpose of billing and contractual obligations. However, if the measurements taken by A.T. officer are found to be lesser than the measurements recorded by the officer responsible for recording the measurements, the measurement taken by A.T. Officer shall prevail without prejudice to any punitive action against the Contractor as per provisions of the contract and the officer recording the measurements. The Contractor shall be obligated to remove defects/deficiencies pointed out by the A.T. officer without any additional cost to the department.

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

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

9. WARRANTY

9.1 The Contractor shall warrant that the material supplied for the work shall be new and free from all defects and faults in material, workmanship and manufacture and shall be of the highest grade and consistent with the established and generally accepted standards for materials of the type ordered and shall perform in full conformity with the specifications and drawings. The Contractor shall be responsible for any defects that may develop under the conditions provided by the contract and under proper use, arising from faulty materials, design or workmanship such as corrosion of the equipment, inadequate quantity of materials etc. and shall remedy such defects at his own cost when called upon to do so by BSNL who shall state in writing in what respect the stores are faulty.

This Warranty shall survive inspection or payment for, and acceptance of goods, but shall expire except in respect of complaints notified prior to such date, twelve months after the Acceptance Testing.

9.2 If it becomes necessary for the contractor to replace or renew any defective portion/portions of the material under this clause, the provisions of the clause shall apply to the portion/portions material so replaced or renewed or until the end of the above mentioned period of twelve months, whichever may be later. If any defect is not remedied within a reasonable time, as prescribed by BSNL, BSNL may proceed to do the work at the contractor's risk and costs, but without prejudice to any other rights which BSNL may have against the Contractor in respect of such defects.

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

9.4 Replacement under Warranty Clause shall be made by the Contractor free of all charges at site including Freight, Insurance, cost of works and other incidental charges.

10 AUDIT AND TECHNICAL EXAMINATION

10.1 BSNL shall have the right to cause an Audit and Technical Examination of the work and the final bills of the Contractor including all supporting vouchers, abstract etc. to be made after payment of the final bill and if as a result of such Audit and Technical Examination any sum is found to have been overpaid in respect of any work done by the Contractor under the contract or any work claimed by him to have been done by him under the contract and found not to have been executed,

the Contractor shall be liable to refund the amount of over payment and it shall be lawful for BSNL to recover the same from him in the manner prescribed in clause with the heading payment of bills (same chapter), or in any other manner legally permissible and if it is found that the contractor was paid less than what was due to him under the contract in respect of any work executed by him under it, the amount of such under payment shall be duly paid by BSNL to the Contractor.

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

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

11 PAYMENT TERMS

11.1 Goods and Service Tax, if applicable at the prevailing rate shall be payable extra on production of copy of valid GST registration certificate and the GST Registration number being quoted in the bill. Proof for having paid the GST to the Central Excise department after each payment on the due date as claimed in the bill shall be produced by the contractor for verification. Necessary income tax, Education Cess on IT and any other charges will be deducted at source as per prevailing rules. Penalties if any leviable from the tenderer will also be deducted while settling the bills.

Note:

- Timely uploading of correct and necessary information on GSTN portal is mandatory as prescribed in GST compliance.
- If the supplier fails to furnish the necessary document, i.e. GST invoice etc, and also fails to upload the information on GSTN in respect of the duties/tax for which input tax credit is available, the amount pertaining to such duties/tax will be deducted from the payment due to the supplier.
- Tax amount will be paid to supplier only after supplier declared that the details of invoice in its return in GSTR-1 and GSTR-3 uploaded by the supplier and the same is reflected in GSTR-2A of BSNL on GSTN portal.
- TDS/TCS shall be deducted at the prescribed rate, if any.
- BSNL can adjust/forfeit bank guarantee obtained from the supplier against any loss of input tax credit to BSNL on account of supplier default.
- In case BSNL has to pay GSTN on reverse charge basis, the supplier will not charge GST on its invoice. Further the supplier undertake to comply with the provision of GST law as may be applicable.
- Additionally, in case the dispute is not settled due to any act of the supplier and input tax credit on the said invoice is loss to BSNL, the same shall be recovered from the supplier.
- Supplier shall be responsible for timely issuance and delivery of invoice to enable BSNL to claim Tax benefit on or before the stipulated time period provided by the GST law.

11.2 Procedure for Preparation and settlement of bills

The Work Order shall contain work of one or more Primary Cables and/or Distribution Cable works of one or more pillars. As stated earlier the work has to be organized in such a way so that the cables are available for release of connections at the earliest and in line with this thinking the Contractor should carry out the works in a systematic manner either of a primary cable or a

number of Primary Cables on the same route or Distribution Cables of a pillar in one stretch. All items of work involved in this unit of work (MDF to Pillar and Pillar to DPs) shall be completed in all respects before preparing the bills for the work. The provision of running bill has been made to make it easy for the Contractor to manage his cash flow and to complete the work systematically and meaningfully in a shortest possible time.

11.3 The procedure for preparation of running and final bills is enumerated as under:

- (i) **Procedure for preparation, processing and payment of running bills:** The Contractor shall prepare the running Bills in triplicate ensuring execution of part work in its completeness as envisaged above, correctness of rates and quantum of work and submit the bills to SDE In-charge of work. The Bills shall be prepared accurately and as per measurements recorded in the measurement book and after acceptance and testing of all the items involved in the work. The Contractor should submit the running bill within 10 days of Acceptance and Testing. The SDE in-charge shall record the certificate on the running bill that the site order books have been consulted before signing the running bills. This would enable the SDE to ensure whether the defects pointed during execution have been rectified or not. The SDE in-charge of work shall scrutinize the bills and accord necessary certificates and submit the running bills with the documents as mentioned below to the AGM, in-charge of work.
- (ii) First copy of bill with first copies of measurement sheets of measurement book and A/T reports. (Payable copy).
- (iii) Second copy of bill with second copies of measurement sheets of measurement book and A.T reports (Not for payment)
- (iv) Third copy of the bill with photocopies of measurement sheets and A/T reports (Not for payment)
Note: proof of payment of GST if applicable should be submitted along with bills.
- (v) The AGM shall exercise the prescribed checks on the bills and accord necessary certificates on the bills. The AGM shall retain the third copy in record and record it in the estimate file maintained in his office and send first and second copies with all documents to IFA / DGM for processing of bills and release of payment.
- (vi) The work section of IFA / DGM shall process the bills in the estimate file of the concerned work and scrutinize the bills vis-à-vis work order issued, sanctioned provisions in the estimate etc. The bill shall be passed, after necessary scrutiny by Works Section, by the officer competent to pass the bills. Against any running bill, payment to the extent of only 92.5% shall be made which shall be treated as an advance to the contractor. 7.5% of the bill amount towards Performance Security Deposit and Statutory taxes (Income tax etc.) applicable to contract shall be deducted at the time of payment from each running bill. Payment of the amount passed in the bill will be made only after the Contractor gives a stamped receipt for the amount, if the bills are not pre-receipted. Details of payment of all the bills shall be entered in to contract's ledger by the Paying Authority. Payments will be made through ECS to the Contractor's Bank Account for which ECS mandate shall be given by the Contractor to the Paying Authority.
- (vii) In exceptional cases where work required for preparing a Running Bill cannot be completed within reasonable time due to **non-availability of stores** or any other reason and where BSNL is responsible for delay, the concerned DGM may permit payment of running bill (prepared without completing the work end-to-end for that unit of work) to the extent of 70% so that the Contractor does not face resource crunch. Such payment shall be treated as an advance payment to the Contractor like any other Running Bills.

11.4 Procedure for preparation, processing and payment of final bill:

- i) The Contractor shall prepare the final bill in triplicate & acceptance and testing of all the works and submit the same to SDE in-charge of work within 30 days of acceptance and testing and payment shall be made within three months if the amount of the contract is up to Rupees Two lakhs and in six months if the same exceed Rupees Two lakhs, of the submission of such bill. The final bill shall be prepared for all the measurements of all items involved in execution of complete work order. The Contractor shall prepare the final bill containing the following details.
- The Bill for all the quantities as per Measurements at the approved rates.
 - Adjustment of amount received against running bills.
 - Adjustment of Performance Security Deposit and statutory Taxes already recovered.
 - Store reconciliation statement furnishing account of stores received against the work order and returned to the designated Store go down as surplus with requisite verifications from store in-charge/SDE in-charge of work.
 - Letters of grant of EOT(s), if work could not be completed within stipulated time.
 - Six sets of bound documentation
 - Compliance Certificate with respect to Clause 7.1, 7.2 & 7.6 of Section-5 Part B should also be submitted along with other documents for payment.
 - Proof of purchase of sand.
- ii) The SDE in-charge of work shall scrutinize the final bill against the works entrusted and accord necessary certificates stating that work has been executed satisfactorily in accordance with specifications and Terms and Conditions of the contract. The SDE shall verify the quantities of items of work with reference to measurements recorded in the measurement book (and also A/T reports in case of any deviations noted by A/T officer). The SDE in-charge of work shall submit the final bills, along with other documents mentioned above, with the documents as mentioned hereunder to the AGM, in-charge of work.
- i. Bill prepared by the Contractor.
 - ii. Material reconciliation statement.
 - iii. Measurement Book and certificate submitted by the Contractor with respect to Clause 7.1, 7.2 and 7.6 of Section V Part B.
 - iv. Proof of purchase of sand.
 - v. A/T Certificates
 - vi. The Site Order Book
 - vii. The Hindrance Register
 - viii. Details of Recoveries/Penalties for delays, damages to Departmental/Third party properties as per provisions of the contract. In case no recovery is to be made, NIL report needs to be submitted.
 - ix. Details of empty cable drums cost of which needs to be recovered from the bill.
- iii) The AGM shall exercise the prescribed checks on the bills and accord necessary certificates on the bills. The AGM shall retain the third copy of the bill along with photocopies of other documents not available in his estimate file and send first and second copies of the bill, measurement book and other documents submitted by SDE along with the bills as above to Works Section of the Area for processing and final payment.
- iv) The Works Section of the Area process the bills in the estimate file of the concerned work and scrutinize the bills vis-à-vis Work Order issued, sanctioned provisions in the estimate etc. The Works Section shall scrutinize the bill to recover all the liabilities of the Contractor and statutory Taxes besides 7.5% payments against security deposit. The bill shall be passed, after necessary scrutiny by Works Section, by the officer competent to pass the final bill.

11.5 Procedure of Payment for substandard works:

- i) The Contractors are required to execute all works satisfactorily and in accordance with the specifications. If certain items of work are executed with unsound, imperfect or unskilled workmanship or with materials of any inferior description or than any materials or articles provided by him for execution of work are unsound or of a quality inferior to that contracted for or otherwise not in accordance with the contract (referred to as substandard work hereinafter), the AGM in-charge shall make a demand in writing specifying the work, materials or articles about which there is a complaint.
- ii) **Timely action by Construction Officers:** Timely reporting and action, to a great extent, can prevent occurrence of substandard work, which will be difficult or impossible to rectify later on. It is incumbent on the part of Construction Officers to point out the defects in work in time during progress of the work. The Junior Telecom Officer/Sub Divisional Engineer responsible for execution and supervision of work shall without any loss of time submit a report of occurrence of any substandard work to the AGM in-charge besides making an entry in the site order book. A notice in respect of defective work shall be given to the contractor by AGM in-charge in writing during the progress of work asking the contractor to rectify/replace/remove the substandard item of work and also definite time period within which such rectification/removal/replacement has to be done. After expiry of the notice period, if the contractor fails to rectify/replace/remove the substandard items, the defects shall be got rectified/replaced/removed by BSNL or through some other agency at the risk and cost of the contractor.
- iii) Non-reporting of the substandard work in time on the part of Construction Officer(s) shall not in any way entitle the contractor to claim that the defects were not pointed out during execution and as such the Contractor cannot be absolved of the responsibility for substandard work and associated liabilities.
- iv) **Authority of Procedure to accept substandard work and payment thereof:** There may be certain items of work pointed out as substandard which may be difficult to rectify and in the opinion of the Head of SSA, the items in question will not materially deteriorate the quality of service provided by the construction, the head of SSA shall appoint committee to work out the reduced rates payable to the Contractor for such substandard work. The committee shall constitute one AGM other than the one who is directly in-charge of Cable Construction involving substandard items of work, as Chairman, and one S.D.E.(Planning) and an Accounts Officer as Members. The committee shall take into account the approximate cost of material/work pointed as substandard and recommend the rates payable for substandard work which shall not exceed 60% of the approved rates of the item in question.
- v) **Record of substandard work:** the items adjudged as substandard shall be entered into the measurement book with red ink.

12. DISPOSAL OF EMPTY CABLE DRUMS:

12.1 The Contractor shall be responsible to dispose off the empty cable drums after laying of the cable. The Competent Authority taking into account the prevailing market rates has fixed the cost of various sizes of cable drums. The cost of empty cable drums shall be deducted from the bill for the work on which the cable along with the drum has been issued or any other amount due to the Contractor or from Security Deposit.

12.2 Rates fixed for various types of empty cable drums are given in Tender Document (Section 9 Part D). The rates are fixed and there is no percentage above or below applicable on these rates.

12.3 The Contractor shall be responsible for the accounting of the cable drums issued

and shall mention the number and types of cable drums in the Bill so that the amount is deducted from the Bills due.

12.4 The Contractor shall not be allowed to dump the empty cable drums in BSNL/Govt./public place, which may cause inconvenience to BSNL/Govt./Public. If the Contractor does not dispose off the empty cable drums within 3 days of becoming empty, BSNL is at liberty to dispose off the drum in any manner deemed fit and also recover the amount fixed in this contract for empty cable drums along with the transportation charges (to be decided by Area DGM /AGM from the Bill/Security Deposit/any other amount due to the Contractor.

13. PENALTY CLAUSE:

13.1 Delays in the contractor's performance:

13.1.1 The time allowed for completion of the work as entered in the tender shall be strictly adhered by the Contractor and shall be **deemed to be the most important aspect of the contract on the part of the Contractor and shall be reckoned from Seventh day from issue of work order by BSNL.** The work shall, throughout the stipulated period of contract, be proceeded with all due diligence to achieve the desired progress uniformly, and the Contractor shall pay as penalty an amount equal to **1.0 (one) percent of the amount (Minimum Rupees One thousand per week) of the incomplete work for every one week of delay in completion of work,** subject to a maximum of 10 (ten) percent of the cost of the work awarded.

13.1.2. On any date the penalty payable as above, reaches 10(ten) percent of the Estimated Cost of the work, the Contractor should proceed with the work further only on getting a written instruction from the AGM that, he is allowed to proceed further with the work. It will be in the discretion of the AGM to allow the contractor to continue with the work on the basis of any written Agreement reached between the Contractor and the AGM 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 AGM and Contractor.

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

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

13.1.5 The Area GM/DGM/AGM reserves the right to cancel the contract and forfeit the Security Deposit, if the Contractor fails to commence the work within 7 days after issue of the Work Order.

13.2 Penalty for causing inconvenience to the public

13.2.1 To ensure progress during the execution of work and to cause minimum inconvenience to the public, the Contractor shall not dig a Trench of more than 200 Meters at a stretch in a route at a time. He shall cause to lay cable and close such Trenches expeditiously. Under any circumstances a stretch of Trench of maximum 200 Meters shall not be kept open for more than 4 days in case of cable laying by digging paved surfaces. In the event of Contractor failing to comply with, these conditions, a penalty of recovery up to Rs.300/- per day the trench is kept

open beyond the time limit allowed may be imposed by BSNL. This penalty will be in addition to that payable for delay or slow work.

13.2.2. The Contractor shall not be allowed to dump the empty Cable Drums / Waste Materials in BSNL/Govt./Public place, which may cause inconvenience to BSNL/Govt/Public. If the Contractor does not dispose off the empty cable drums/waste materials within 3 days of becoming empty, BSNL is at liberty to dispose off the Drum in any manner deemed fit and also recover the amount fixed in this contract for empty Cable Drums / Waste Materials from the Bill / Security Deposit, along with the costs incurred by BSNL in disposing of such materials. BSNL may also levy a penalty upto Rupees One thousand for each such default.

13.2.3 If any such penalty is levied on a contractor for more than 2 occasions, then his/her contract could be terminated. In this regard the decision of GM CFA / DGM (CP&DCM) / AGM (CP&DCM) shall be final and binding.

13.3 Penalty for Cutting / Damaging the old Cable :

13.3.1. 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
Upto 100 pairs cable	Rs.500.00 (Five hundred)+GST
Above 100 pairs & upto 400 pairs	Rs.1,000.00 (One thousand)+GST
Above 400 pairs	Rs.2,000.00 (Two thousand)+GST

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 the Contractor fails to repair the damage, the cost of repair (including cost of Labour + Jointing kit) shall be recovered from the Contractor.

13.4 Penalty to damage Stores / Materials supplied by BSNL while laying:

13.4.1 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.

13.4.2 In case of damage to PIJF Cables, while laying, the cost of number of pairs damaged (including Laying Charges, Transportation / Storage Charges) adding 10% as penalty shall be recovered from the Contractor's Bills / Securities.

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

14 Rescission/Termination of Contract:

14.1 Circumstances for Rescission of Contract:

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

- a) If the Contractor commits breach of any item of terms and conditions of the Contract.
- b) If the Contractor suspends or abandons the execution of work and the Engineer in-charge of the work comes to conclusion that work could not be completed by due date for completion or the contractor had already failed to complete the work by that date.

- c) If the Contractor had been given by the Officer-in-charge of work a Notice in writing to rectify/replace any defective work and he/she fails to comply with the requirement within the specified period

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

- 14.1.1** Measurement of works executed since the date of last measurement and upto the date of rescission of contract shall be taken in the presence of the Contractor or his Authorized Representative who shall sign the same in the MB. If the Contractor or his Authorized Representative do not turn up for joint measurement, the measurement shall be taken by the officer authorized for this purpose after expiry of due date given for joint measurement. The measurements taken by the officer so authorized shall be final and no further request for joint measurement shall be entertained.
- 14.2.2** The unused material (Supplied by BSNL) available at site, shall be transported back by BSNL to the Telecom Store at the risk and cost of the Contractor. If any such material is found damaged/lost then the penalty shall also be recovered from the Contractor as per conditions in Tender Documents, Bid.
- 14.2.3** The unexecuted work shall be got executed through the qualified Bidder from amongst the bidders, who participated in the bidding process, by giving them offers in their order of ranking (L2,L3 ---) at their quoted rates. If the work was awarded on single tender basis then BSNL shall get the unexecuted work completed through any other Contractor approved in BSNL-CHENNAI TELEPHONES at the approved rates of that particular section **or** to execute the work departmentally, as is convenient or expedient to BSNL at **the risk and cost of the Contractor**. In such an event, no compensation shall be payable by BSNL to the Contractor towards any inconvenience/loss that he may be subjected to as a result of such an action by BSNL. In this regard the decision of GM CFA shall be final and binding. In all these cases, expenses which may be incurred in excess of the sum which would have been paid to the original Contractor if the whole work had been executed by him shall be borne and paid by the original Contractor and shall be deducted from any money due to him by BSNL under the contract or any other account whatsoever anywhere in BSNL or from a security deposit.
- 14.2.4** The certificate of the AGM (CP) CFA in-charge of work as to the value of work done shall be final and conclusive against the Contractor, provided always that action shall only be taken after giving notice in writing to the Contractor.
- 14.3 Termination for Insolvency:**
- 14.3.1.** BSNL may at any time terminate the Contract by giving written notice to the Contractor, without compensation to Contractor, if the Contractor becomes Bankrupt or otherwise Insolvent as declared by the Competent Court provided that such termination will not prejudice or affect any right or action or remedy which has accrued or will thereafter to BSNL.
- 14.4 Optional Termination by BSNL (Other than due default of the Contractor)**
- 14.4.1** BSNL may, at any time, at its option cancel and terminate this contract by written Notice to the Contractor, in which event the contractor shall be entitled to payment for the work done up to the time of such cancellation and a reasonable compensation in accordance with the contract prices for any additional expenses already incurred for balance work exclusive of purchases and/or whole of material, machinery and other equipment for use in or in respect of the work.
- 14.4.2** In the event of the Termination of the Contract, the Contractor shall forth with clear the site of all the Contractor's materials, machinery and equipment's and hand over possession of the work / operations concerned to BSNL or as BSNL may direct.

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

14.5 Issuance of Notice.

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

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

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

15 INDEMNITIES:

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

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

16 FORCE MAJEURE

16.1 If any time, during the continuance of this contract, the performance in whole or in part by either party or any obligation under this contract shall be prevented or delayed by reason of any war, or hostility, acts of the public enemy, civil commotion sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (herein after referred to as events) provided notice of happenings, of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to

terminate this contract nor shall either party have any such claim for damages against the other in respect of such non-performance and work under the contract shall be resumed as soon as practicable after such event may come to an end or cease to exist, and the decision of BSNL as to whether the work have been so resumed or not shall be final and conclusive, provided further that if the performance, in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days either party may, at his option terminate the contract.

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

17 ARBITRATION:

(Applicable in case of supply orders/contracts with firms, other than Public Sector Enterprise)
 (As per revision of Arbitration Guidelines in BSNL in accordance with Arbitration and conciliation (Amendment) Act 2015(3 of 2016)

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

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

Claim amount (excluding claim for counter claim, if any)	Number of arbitrator	Appointing Authority
Upto Rs. 5 crores	Sole Arbitrator to be appointed from a panel of arbitrators of BSNL	BSNL (Note: BSNL will forward a list containing names of three empanelled arbitrators to the other party for selecting one from the list who will be appointed as sole arbitrator by BSNL)
Above Rs. 5 crores	3 Arbitrators	One arbitrator by each party and the 3 rd arbitrator, who shall be the presiding arbitrator, by the two arbitrators, BSNL will appoint its arbitrator from its panel.

(3) Neither party shall appoint its serving employee as arbitrator.

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

29. B Fast track procedure:

- (1) Notwithstanding anything contained in this Act, the parties to an Arbitration agreement, May, at any stage either before or at the time of appointment of the Arbitral tribunal, agree in writing to have their dispute resolved by fast track procedure specified in sub-section (3).
- (2) The parties to the arbitration agreement, while agreeing for resolution of dispute by fast Track procedure, may agree that the arbitral tribunal shall consist of a sole arbitrator who shall Be chosen by the parties.
- (3) The arbitral tribunal shall follow the following procedure while conducting arbitration Proceedings under sub-section (1):--
 - a. The arbitral tribunal shall decide the dispute on the basis of written pleadings, documents and submissions filed by the parties without oral hearing;
 - b. The arbitral tribunal shall have power to call for any further information or clarification from the parties in addition to the pleadings and documents filed by them;
 - c. An oral hearing may be held only, if, all the parties make a request or if the arbitral tribunal considers it necessary to have oral hearing for clarifying certain issues;
 - d. The arbitral tribunal may dispense with any technical formalities, if an oral hearing is held, and adopt such procedure as deemed appropriate for expeditious disposal of the case.
- (4) The award under this section shall be made within a period of six months from the date the arbitral tribunal enters upon the reference.
- (5) If the award is not made within the period specified in sub-section (4), the provisions of sub – sections (3) to (9) of Section 29 A shall apply to the proceedings.
- (6) The fees payable to the arbitrator and the manner of payment of the fees shall be such as may be agreed between the arbitrator and the parties.)
- (7) The arbitral tribunal shall make and publish the award within time stipulated as under:

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

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

- (8) In case of arbitral tribunal of 3 arbitrators, each party shall be responsible to make arrangements for the travel and stay, etc. of the arbitrator appointed by it. Claimant shall also be responsible for making arrangements for travel /stay arrangements for the Presiding Arbitrator and the expenses incurred shall be shared equally by the parties.

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

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

- (10) Subject to the aforesaid conditions, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof shall apply to the arbitration proceedings under this clause.

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

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

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

18 SET OFF:

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

19. COURT JURISDICTION

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

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. Accordingly, a stipulation shall be made in the contract as under.

“This Contract/ PO is subject to jurisdiction of Courts at Chennai only”.

20. General Guidelines

The General guidelines as contained in General Financial Rules(GFR)as amended from time to time on works, procurement of goods and services and contract management respectively will also be referred to as guiding principles.

GST Invoice and Compliances.

21 GST Invoice: 21.1 All the details of bidder/contractor/vendor (name, address, GSTIN/unregistered bidder/ contractor/vendor, place of supply, SAC/ HSN code etc.) and other mandatory details shall be mentioned on the invoice.

21.2 Invoice/Supplementary invoice/Debit Note/Credit Note/Receipt Voucher need to be issued in compliant format and timely within the time prescribed under GST law.

21.3 In case of any deficient/incomplete/rejected supply, BSNL shall convey the same in a reasonable time to enable the bidder/contractor/vendor to issue credit note and take tax adjustment.

21.4 It would be the responsibility of the bidder/contractor/vendor to declare correct information on invoice and GSTN viz. the invoice number, amount, the place of supply, rate of tax etc. In case, the eligibility of input tax credit is questioned or denied to BSNL on account of default by the bidder/contractor/vendor, the same would be recovered by BSNL from the bidder/contractor/vendor.

21.5. Registered location of the both the parties i.e. BSNL and bidder/contractor /vendor should be mentioned in the agreement with GSTIN No. Further, bidder/contractor/ vendor should raise invoices at the registered premise of BSNL for availing of credit and ensure that the place of supply as per GST law is same as registered premise

21.6. BSNL could at any time instruct the bidder/contractor/vendor to raise its invoices at a particular location of BSNL

21.7. It is the responsibility of the bidder/contractor/vendor to ensure that place of supply and the GSTN of BSNL are in the same state. If for any reason they are not in the same state, the bidder/contractor/vendor shall intimate to BSNL and give adequate time before raising of the invoice.

21.8. E-waybill number should be mentioned on the invoices.

21.9. Bidder/contractor/vendor shall be responsible for timely issuance and delivery of invoice/ DN/ CN to enable BSNL to claim tax benefit on or before the stipulated time period provided by the GST law.

(a) It is the responsibility of the bidder/contractor/vendor to ensure that outward supply return (GSTR-1) would be filed correctly. If not, than cost would be borne by bidder/contractor/vendor.

(b) Reporting of correct outward supply by bidder/contractor/vendor in the outward return (GSTR-1) is the responsibility of the bidder/contractor/vendor. In case of mismatch because of bidder/contractor/vendor's fault, prompt amendments must be made by the bidder/contractor/vendor else bidder/contractor/vendor would be required to indemnify BSNL of the loss of credit due to mis-match. The compliances to be adhered by bidder/contractor/vendor includes (but is not limited to) the following:

(i) Uploading appropriate invoice details on the GSTN within the stipulated time;

(ii) Issuing GST compliant invoice / CN/ DN. PO issued by BSNL should be referred by bidder/contractor/vendor for capturing information on the invoice.

(iii) Bidder/contractor/vendor needs to pay the entire self-assessed tax on timely basis.

(iv) Where invoice is not uploaded or incorrect upload of invoice detail of GSTN by bidder/contractor/vendor then credit on such invoice will be given provisionally subject to matching.

So, acceptance of changes made by BSNL on GSTN on account of non-upload or incorrect upload of invoice details on GSTN is to be submitted by bidder/contractor/vendor. Such changes w.r.t. the mismatch are required to be accepted by bidder/contractor/vendor within the time limit prescribed under the GST law. It should be noted that in case bidder/contractor/vendor does not accept such changes within the time limit prescribed under GST law, the loss of input tax credit (if any) would be recovered from the bidder/contractor/vendor. In case of mismatch because of Bidder/contractor/vendor's fault, prompt amendments must be made by the bidder/contractor/vendor else bidder/contractor/vendor would be required to indemnify BSNL for the losses of credit and interest paid due to mismatch.

(v) Bidder/contractor/vendor to issue all necessary documentation and perform all necessary compliances for BSNL to be eligible to claim the input tax credit of GST tax to them. In case BSNL is unable to claim the input tax credit, the amount w.r.t. GST charged by the bidder/contractor/vendor would be recovered from the bidder/contractor/vendor.

(vi) A self-declaration along with evidence that the bidder is not blacklisted by GST authorities. In case bidder/contractor/vendor gets black listed during the tenure of BSNL contract, then bidder/contractor/vendor must indemnify BSNL to ensure that no loss of input tax credit is borne by BSNL due to default of bidder/contractor/vendor.

21.10. Where the location agreed are more than one state, then separate invoice state wise to claim input tax credit in a particular state (typically happens in a bill to-ship to scenario) shall have to be submitted.

21.11 It shall be the responsibility of the bidder/contractor/vendor to mention State of place of supply of goods/services in the invoice issued to BSNL.

22. Restrictions under Rule 144(xi) of the General Financial Rules (GFRs) 2017, on grounds of Defense of India and National Security.

22.1 Bidder's from a country which shares a land border with India will not be eligible to participate in this tender, unless the bidder is registered with Department for Promotion of Industry and Internal Trade (DPIIT) under Order (Public procurement No. 1) issued by Ministry of Finance, Department of Expenditure in line with OM No. F.No.6/18/2019- PPD dt 23rd July, 2020 inserting Rule 144 (xi) in GFR 2017.

22.2 Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.

22.3 "Bidder" (including the term 'tenderer', 'consultant', or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.

22.4 "Bidder from a country which shares a land border with India" for the purpose of the Order means:-

- a. An entity incorporated, established or registered in such a country; or
- b. A subsidiary of an entity incorporated, established or registered in such a country; or
- c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
- d. An entity whose beneficial owner is situated in such a country; or
- e. An Indian (or other) agent of such an entity; or
- f. A natural person who is a citizen of such a country; or
- g. A consortium or joint venture where any member of the consortium or joint venture falls

under any of the above

22.5 The beneficial owner for the purpose of 22.4 above will be as under:

22.5.1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five percent of shares or capital or profits of the company;

b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

22.5.2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

22.5.3. In case of unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

22.5.4. Where no natural person is identified under 22.5.1 or 22.5.2 or 22.5.3 above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

22.5.5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

22.6 An agent is a person employed to do any act for another, or to represent another in dealings with third person.

22.7 The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

22.8 In respect of tenders, registration should be valid at the time of submission of bids and at the time of acceptance of bids.

22.9 Bidders not having a land border with India are to submit Annexure – I. Firms which do not submit Annexure – I will be considered as non-responsive and could be summarily rejected.

22.10 Bidders having a land border with India are to submit Annexure – II. Firms which do not submit Annexure – II will be considered as non-responsive and could be summarily rejected.

ANNEXURE - I

Certificate with regard to the bidder not having a land border with India

Tender No. _____ Date:

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that M/s. _____ is not from such a country.

For and on behalf of (Name of firm/entity) Authorized signatory

ANNEXURE – II

Certificate with regard to the bidder having a land border with India

Tender No. _____ Date: _____

I hereby certify that, M/s. _____ fulfills all requirements in this regard and is eligible to be considered. [Evidence of valid registration by the Competent Authority should be attached.]

For and on behalf of (Name of firm/entity) Authorized signatory

23. **Public Procurement (Preference to make in India) under rule 153(iii) of the General Financial Rules (GFRs) 2017** as per Order no.P-45021/2/2017-PP(BE-II), Ministry of commerce and Industry Department for promotion of Industry and internal Trade (Public Procurement section)

23.1 Local content means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value in percent.

“Class-I Local supplier” means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for Class-I local supplier under the order.

Class-II local supplier means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for Class-II local supplier but less than that prescribed for class-I local supplier under the order

Non – Local supplier means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than that prescribed for class-II local supplier under the order

L1-Means the lowest tender or Lowest bid or the lowest quotation received in a tender, bidding process or other procurement as adjudged in the evaluation process as per the tender or other procurement solicitation

Margin of purchase preference means the maximum extent to which the price quoted by a Class-I local supplier may be above the L1 for the purpose of preference.

Nodal Ministry means the Ministry or Department identified pursuant to the order in respect of a particular items of goods or services or works

Procuring entity means a Ministry or department or attached or subordinate office of or autonomous body controlled by the Government of India and includes Government companies as defined in the Companies Act.

Works means all works as per Rule 130 of GFR – 2017 and will also include turnkey works.

23.2 Eligibility of Class-I local supplier/Class-II local supplier/Non-Local suppliers

a) In procurement of all goods services or works in respect of which the nodal

Ministry/Department has communicated that there is sufficient local capacity and local competition, only Class-I local supplier as defined under the order shall be eligible to bid irrespective of purchase value.

b) Only Class-I local supplier and Class-II local supplier as defined under the order, shall be eligible to bid in procurements undertaken by procuring entities, except when Global tender enquiry has been issued. In global tender enquires Non-local suppliers shall also be eligible to bid along with class-I local suppliers and Class-II local suppliers in procurement of all goods, services or works, not covered by sub para 23.2(a) above and with estimated value of purchases less than Rs.200 Crore. In accordance with Rule161(iv) of GFR,2017. Global tender enquiry shall not be issued except with the approval of competent authority as designated by Department of Expenditure.

c) For the purpose of the order works include Engineering , Procurement and construction(EPC) contracts and services include System Integrator(SI) contracts

23.3 Purchase Preference:

a) Subject to the provisions of the order and to any specific instructions issued by the Nodal Ministry or in pursuance of the order ,purchase preference shall be given to Class- I local supplier in procurement undertaken by procuring entities in the manner specified here under

b) In the procurement of goods or works which are covered by para 23.2 (b) above and which are divisible in nature the Class-I local supplier shall get purchase preference over class-II local supplier as well as Non-local supplier as per following procedure.

i) Among all qualified bids, the lowest bid will be termed as L1, if L1 is Class-I local supplier the contract for full quantity will be awarded to L1.

ii)If L1 bid is not a class-I local supplier 50% of the order quantity shall be awarded to L1. Thereafter the lowest bidder among the Class-I local supplier will be invited to match the L1 price for the remaining 50% quantity subject to the class –I local supplier's quoted price falling within the margin of purchase preference and contract for that quantity shall be awarded to such class-I local supplier subject to matching the L1 price. In case such lowest eligible class-I local supplier fails to match the L1 price or accept less than the offered quantity the next higher class-I local supplier within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly in case some quantity is still left uncovered on Class-I local suppliers, then such balance quantity may also be ordered on the L1 bidder.

c) In the procurements of goods or works which are covered by para 23.2(b) above and which are not divisible in nature and in procurement of services where the bid is evaluated on price alone, the class-I local supplier shall get purchase preference over class-II local supplier as well as Non-local supplier as per following procedure.

i) Among all qualified bids, the lowest bid will be termed as L1, if L1 is Class-I local supplier the contract will be awarded to L1.

ii)If L1 is not Class-I local supplier the lowest bidder among the Class-I local supplier will be invited to match the L1 price subject to class-I local suppliers quoted price falling within the margin of purchase preference and the contract shall be awarded to such Class-I local supplier subject to matching the L1 price.

iii)In case such lowest eligible class-I local supplier fails to match the L1 price, the class-I local supplier with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case of the class-I local supplier within the margin of purchase preference matches the L1 price, the contract may be

awarded to the L1 bidder.

d) Class- II local supplier will not get purchase preference in any procurement undertaken by procuring entities.

23.4 Applicability for contract to be awarded to multiple bidders.

In tenders where contract is awarded to multiple bidders subject to matching of L1 rated or otherwise, the Class-I local supplier shall get purchase preference over Class-II local supplier as well as Non-Local supplier as per following procedure.

a) In case there is sufficient local capacity and competition for the item to be procure, as notified by the nodal Ministry, only Class-I local suppliers shall be eligible to bid. As such the multiple suppliers who would be awarded the contract should be all and only Class-I local suppliers.

b) In other cases, Class-II local suppliers and Non-local suppliers may also participate in the bidding along with Class-I local suppliers as per provisions.

c) If class I- local suppliers quality for award of contract for at least 50% of the tendered quantity in any tender the contract may be awarded to all the qualified bidders as per award criteria stipulated in the bid documents. However in case Class-I local suppliers do not qualify for award of contract for at least 50% of the tendered quantity, purchase preference should be given to the Class-I local supplier over class-II local supplier/Non local suppliers provided that their quoted rate fall within 20% margin of purchase preference of the highest quoted bidder considered for award of contract so as to ensure that the class-I local suppliers taken in totality are considered for award of contract for at least 50% of the tendered quantity.

d) First purchase preference has to be given to the lowest quoting Class-I local supplier whose quoted rates fall within 20% margin of purchase preference subject to its meeting the prescribed criteria for award of contract as also the constraint of maximum quantity that can be sourced from any single supplier. If the lowest quoting Class-I local supplier does not qualify for purchase preference because of aforesaid constraints or does not accept the offered quantity, an opportunity may be given to next higher Class- I local supplier falling within in 20% margin of purchase preference and so on.

e) To avoid ambiguity during bid evaluation process the procuring entities may stipulate its own tender specific criteria for award of contract amongst different bidders including the procedure for purchase preference to Class-I local supplier within the broad policy guidelines in sub-paras above.

23.5 Exemption of small purchase: Not withstanding anything contained in paragraph 23.2 procurements where the estimated value to be procured is less than Rs.5 lakhs shall be exempt from the order. However it shall be ensured by procuring entities that procurement is not split for the purpose of avoiding the provisions in the order.

23.6 Minimum Local content: The local content requirement to categorize a supplier as Class-I local supplier is minimum 50% .For Class-II local supplier, the local content requirement is minimum 20%.Nodal Ministry/ Department may prescribe only a higher percentage of minimum local content requirement to categorize a supplier as Class-I local supplier/ Class-II local supplier. For the items for which nodal ministry/Department has not prescribed higher minimum local content , it shall be 50% and 20% for Class-I local supplier/ Class-II local supplier respectively.

23.7 Margin of purchase preference: The margin of purchase preference shall be 20%

23.8.1 The Class-I local supplier/ Class-II local supplier at the time of bidding or solicitation shall be required to indicate percentage of local content and provide self –certification that the items offered meets the local content requirement for Class-I local supplier/ Class-II local supplier. Also shall give details of the location(s) at which the local value addition is made.

23.8.2 In cases of procurement for a value in excess of Rs.10 Cores. The class-I local supplier.

class-II local supplier shall be required to provide a certificate from the statutory auditor or cost auditor of the company(in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.

23.8.3 Decisions on complaints relating to implementation of the order shall be taken by the competent authority which is empowered to look into procurement-related complaints relating to the procuring entity.

23.8.4 Nodal/Ministry may constitute committees with internal and external experts for independent verification of self-declarations and auditors'/accountants' certificates on random basis and in the case of complaints.

23.8.5 Nodal Ministries and procuring entities may prescribe fees for such complaints.

23.8.6 False declaration will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per rule 151(iii) of General Financial Rules along with such other actions as may be permissible under law.

23.8.7. A supplier who has been debarred by any procuring entity for violation of the order shall not be eligible for preference under this order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities, in the manner prescribed under paragraph 29.7.8 below.

23.8.8 The Department of Expenditure shall issue suitable instructions for the effective and smooth operation of this process, so that

i) The fact and duration of debarment for violation of the order by any procuring entity are promptly brought to the notice of member-Convenor of the standing committee and the Department of Expenditure through the concerned Ministry/Department or in some other manner.

ii) On a periodical basis such cases are consolidated and a centralized list or decentralized lists of such suppliers with the period of debarment is maintained and displayed on website(s)

iii) In respect of procuring entities other than the one which has carried out the debarment, the debarment takes effect prospectively from the date of uploading on the website(s) in the such manner that ongoing procurements are not disrupted.

23.9 a) Every procuring entity shall ensure that the eligibility conditions in respect of previous experience fixed in any tender or solicitation do not require proof of supply in other countries or proof of exports.

b) Procuring entities shall endeavour to see that eligibility conditions including on matters like turnover production capability and financial strength do not result in unreasonable exclusion of Class-I local supplier/Class-II local supplier who would otherwise be eligible, beyond what is essential for ensuring quality or creditworthiness of the supplier.

c) Procuring entities shall, within 2 months of the issue of this Order review all existing eligibility norms and conditions with reference to sub-paragraphs a and b above .

d). Reciprocity Clause

i. When a Nodal Ministry/Department identifies that Indian suppliers of an item are not allowed to participate and /or compete in procurement by any foreign government , due to restrictive tender conditions which have direct or Indirect effect of barring Indian companies such as registration in the procuring country, execution of projects of specific value in the procuring country ect. It shall provide such details to all its procuring entities including CMDs/CEOs of PSEs/PSUs . State Governments and other procurement agencies under their administrative control and GeM for appropriate reciprocal action.

ii. Entities of countries which have been identified by the nodal Ministry/Department as not allowing Indian companies to participate in their Government procurement for any item related to that nodal Ministry shall not be allowed to participate in Government procurement in India for all items related to that nodal Ministry/Department permitting their participation.

iii. The stipulation in (ii) above shall be part of all tenders invited by the Central Government

procuring entities stated in (i) above. All purchases on GeM shall also necessarily have the above provisions for items identified by Nodal Ministry/Department.

iv. State Governments should be encouraged to incorporate similar provisions in their respective tenders.

v. The term entity of a country shall have the same meaning as under the FDI policy of DPIIT as amended from time to time.

e. Specifying foreign certifications/ unreasonable technical specification/ brands/ models in the bid document is restrictive and discriminatory practice against local suppliers if foreign certification is required to be stipulated because of non-availability of Indian Standards and/or for any reason, the same shall be done only after written approval of secretary of the Department concerned or any other Authority having been designated such power by the secretary of the Department concerned.

f. All administrative Ministries/Departments whose procurement exceeds Rs.1000 crore per annum shall notify/update their procurement projections every year including those of the PSEs/PSUs for next 5 years on their respective website

SECTION 5
PART B

SPECIAL (COMMERICAL) CONDITIONS OF CONTRACT (SCC)

1.0 GENERAL

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

in the Contractor's service as the case may be.

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

1.16 Interpretation of the Contract Document:

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

1.17 Notification:

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

1.18 Shut down on account of weather conditions:

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

2 STORES SUPPLIED BY BSNL:

- 2.1 At no point of time the Contractor shall be issued stores of value more than the Contractor's material security as per Clause 5 of Section 5 Part-A, if at all the work requires more amount of materials to be issued to the Contractor, then the security shall suitably be revised before the issue of the store and the Contractor will not have any objection to it.

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

3 EASEMENTS, PERMITS, LICENCES AND OTHER FACILITIES:

- 3.1 The Contractor shall obtain/provide at his own cost all easements, permits and license necessary to its work except for the following which shall be provided by the Representative of the BSNL-CHENNAI TELEPHONES:
- (A) "Right of User" easements and permits.
 - (B) Railway and Highway crossing permits including bridge.
 - (C) Canal/Stream crossing permits.
- 3.2 The Contractor shall be fully responsible for handling and obtaining all necessary easements, Permits and Licenses, for moving all construction equipment, tools, supplied materials and men across Railways and Highways, across public or private road as well as premises of any public utility within the right of user and for bearing all costs that may be incurred in respect of the same.
- 3.3 The Contractor is to confine his operation to the provided construction "Right of User" unless it has made other arrangement with the particular property owners and/or tenants such other arrangements shall be entirely at the responsibility of the Contractor as to cost and arrangement as also breach and claim and shall be entitled with a copy to the AGM.

- 3.4 The Contractor will not be entitled to extra compensation for hardship and increase in cost by the cable trench being routed adjacent to or across other pipeline, Highways, Railways, telephones or poser poles and wires or guy wires, embankments, cliffs, streams or other obstacles which may physically or otherwise in any manner, restrict or limit the use of the construction "Right of User". Some construction and such contingency shall be deemed to have been providing for in the rates.
- 3.5 At location where the U/G Cable Trench is routed across or along Railways or Roads the Contractor shall without extra cost provide and maintain such detours and road controls as are required by the Railways or Government or Local Agencies having jurisdiction.
- 3.6 If BSNL is not able to provide above mentioned permits etc. in time then the extension of time limit shall be provided as per EOT clause given in Tender Document.

4 QUALITY OF WORK:

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

5 TAXES AND DUTIES:

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

6 PROTECTION OF LIFE AND PROPERTY AND EXISTING FACILITIES:

- 6.1 The Contractor is fully responsible for taking all possible safety precaution during preparation for and actual performance of the works and for keeping the construction site in a reasonable safe condition. The contractor shall protect all life and property from damage or losses resulting from his construction operations and shall minimize the disturbance and inconvenience to the public.
- 6.2 If the excavation trench alters the contours of the ground around road and Highway Crossing in such locations dangerous to traffic, the Contractor shall at his own cost, take necessary precautions to protect public and shall comply with all the Department Regulations as to placing of Warning Boards (Minimum size 3' X 2'), Traffic Signals, Barricades, Flags etc., at such location. If the Contractor does not put the warning signal as per above directions, then a penalty of Rs.500/- per day shall be levied on the Contractor, till the directions, are complied by the Contractor. The Contractor shall take due precautions to avoid damages to other pipe lines, water mains, Sewers, Telephones, Telegraphs and Power Conduits, Laid Wires Poles and Guy Wires, Railways, Highways, Bridges or other underground or above ground structure and/or property crossing or adjacent to the cable trench being excavated.

- 6.3 Attention of the contractor is drawn to the rules regarding laying of cables at Road Crossing, along Railway Bridges, Highways safety precautions while working in Public Street. The contractor in writing shall obtain the detailed engineering instructions from the AGM of the area.
- 6.4 The Contractor shall be solely responsible for location through approved non-destructive means and ensuring the safety of all existing underground pipeline, electrical cables, and or other structures.
- 6.5 The Contractor shall be solely liable for all expense for and in respect of repairs and / or damage occasioned by injury of or damage to such underground and above structures or other properties and undertake to indemnify BSNL from and against all actions, cause of actions, damages claims and demands whatsoever, either in law or in equity and all losses and damages and costs (inclusive between attorney and client), charges and expenses in connection therewith and / or incidental thereto. The Contractor shall take all responsibilities and risk in crossing other pipelines and cables and shall be responsible for protecting all such existing pipelines, poles, electric lines, sewers, cables or other facilities from damage by the Contractor's operation in connection with the work. The Contractor without cost of BSNL shall promptly repair any damage incurred.
- 6.6 The current Market Value of any commodities lost as a result of any damage to the aforesaid existing facilities shall be paid by the contractor together with such additional sums necessary to liquidate the personal of property damages, resulting there from.

7 LABOUR WELFARE MEASURES AND WORKMAN COMPENSATION:

7.1 Obtaining License before commencement of work:

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

7.2 Contractors Labour Regulations:

7.2.1. Working Hours

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

Contractor for a continuous period of not less than 6 days.

7.2.1.5 Where a Contractor is permitted by the Engineer-in-charge to allow a worker to work on a normal weekly holiday, he shall grant a substituted holiday to him for the whole day, on one of the five days, immediately before or after the normal weekly holiday, and pay wages to such worker for the work performed on the normal weekly holiday at the overtime rate.

7.2.2 Display of Notice Regarding Wages Etc.:

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

7.2.3 Payment of Wages:

7.2.3.1 The Contractor shall fix wage periods in respect of which wages shall be payable.

7.2.3.2 No wage period shall exceed one month.

7.2.3.3 The wages of every person employed as contract labour in an establishment or by a Contractor, where less than one thousand such persons are employed, shall be paid before the expiry of seventh day and in other cases before the expiry of tenth day after the last day of the wage period in respect of which the wages are payable.

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

7.2.3.5 All payment of wages shall be made on a working day at the work premises and during the working time and on a date notified in advance and in case the work is completed before the expiry of the wage period, final payment shall be made within 48 hours of the last working day.

7.2.3.6 Wages due to every worker shall be paid to him direct or other person authorized by him in this behalf.

7.2.3.7 All wages shall be paid in current coin or currency or in both.

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

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

7.2.3.10 It shall be the duty of the Contractor to ensure the disbursement of wages in presence of the site Engineer or any other authorized representative of the Engineer-in-charge who will be required to be present at the place and time of the disbursement of wages by the Contractor to workmen.

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

"Certified that the amount shown in the column No has been paid to the workman

concerned in my presence on at"

7.2.4 Fines and Deductions which may be made from wages

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

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

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

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

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

7.2.5 Labour Records

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

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

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

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

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

n) Authority by whom the compensation was assessed.

o) Remarks

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

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

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

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

7.2.6 Attendance Card-cum Wage Slip

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

7.2.6.2 The card shall be valid for each wage period

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

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

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

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

7.2.7 Employment card

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

7.2.8 Service Certificate

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

7.2.9 Preservation of Labour Records

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

7.3 Power of Labour Officer to make Investigations or Enquiry

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

7.4 Report of Investigating Officer and action thereon

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

7.5 Inspection of Books and Slips

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

7.6 Submission of Returns

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

7.7 Amendments

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

8 INSURANCE:

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

9 COMPLIANCE WITH LAWS AND REGULATION:

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

and Order and provisions as aforesaid.

10 TOOLS AND PLANTS

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

11. LEGAL JURISDICTION

Any dispute arising out of the Contract under this Tender shall be within the Legal Jurisdiction of Chennai Courts only.

SECTION-6

UNDERTAKING & DECLARATION

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

a) Certified that:

1. I/ We have read, understood and agree with all the terms and conditions included in the tender documents & offer to execute the work as per tender terms & conditions (without any deviation) and at the rates quoted by us in the tender form.
2. If I/ We fail to enter into the agreement & commence the work in time, the PBG deposited by us will stand forfeited to the BSNL.
3. No addition / deletion / corrections have been made in the terms & conditions of the downloaded tender document for which their bid is being submitted and these are identical to the tender document appearing on the website.

b) The tenderer hereby covenants and declares that:

1. All the information, Documents, Photo copies of the Documents/ Certificates enclosed along with the Tender/Bid offer are correct.
2. In case of any correction/ addition/ alteration/ omission of the terms & conditions in the tender document, our tender / bid shall be treated as non-responsive and shall be rejected summarily.
3. 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 LOI/ Purchase/ work order if issued and forfeit the PBG / Bill amount pending with BSNL. In addition, BSNL may debar the contractor from participation in its future tenders.

Date:

.....

Signature of Tenderer

Place:

Name of Tenderer Along with date & Seal

6 (B) – NEAR RELATIONSHIP CERTIFICATE:

(Format of the Certificate to be given as per the Clause 34.4 of Section-4 Part-A by the bidder in respect of status of employment of his/ her near relation in BSNL)

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

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

Signature of the tenderer with date and seal

OR

If the bidder has near relatives in the BSNL Unit where tender is being submitted, then they shall submit following details of those officers:

S.No	Name of the near relative	Designation	Employed in office of	Address	Mobile No.

SECTION- 7

PROFORMAS

7A. BID Security Declaration Certificate

To
The General Manager CFA,
BSNL, Chennai Telephones,
2, Kushkumar Road,
Nungambakkam, Chennai-34.

I/We, the authorized signatory of M/s ----- participating in the Tender of Chennai Telephones for PIJF U/G copper cable construction works in chennai telephones Tender No. ___ Date: __do hereby declare:

- I. That I/We availed the benefit of waiver of EMD while submitting our offer against the subject Tender and No EMD being deposited for the said tender.
- II. That I/We have read the clause regarding bid declaration certificate and I accept that in the event we withdraw / modify our bid during period of validity OR I/ we fail to execute formal contract agreement within given timeline OR I/We fail to submit a performance security within the given timeline OR I/we commit any other breach of tender conditions/ contract which amounts for forfeiture of EMD; I/ We will be suspended/debarred/banned from being eligible for bidding/ award of all future contract (s) of BSNL for a period of one year from the date of committing such breach.

Signature and seal of authorized signatory of
the bidder Name of the authorized
signatory _____

7(B) For the Performance Guarantee

(To be typed on Rs.100/- non-judicial stamp paper)Dated:.....

Sub: Performance guarantee.

Whereas (hereafter referred to as BSNL) has issued an AWO no. Dated/...../20.... awarding the work of

..... to M/s
..... R/o

..... (hereafter referred to as "Bidder")and BSNL has asked him to submit a performance guarantee in favour ofof Rs./- (hereafter referred to as "P.G.Amount") valid up to/...../20. (hereafter referred to as "Validity Date")

Now at the request of the Bidder, WeBankBranch having (Address) and Regd. office address as (Hereinafter called "the Bank") agreed to give this guarantee as hereinaftercontained:

2. We, "the Bank" do hereby undertake and assure to the BSNL that if in the opinion of the BSNL, the Bidder has in any way failed to observe or perform the terms and conditions of the said agreement or has committed any breach of its obligations thereunder, the Bank shall on demand and without any objection or demur pay to the BSNL the said sum limited to P.G. Amount or such lesser amount as BSNL may demand without requiring BSNL to have recourse to any legal remedy that may be available to it to compel the Bank to pay the same.
3. Any such demand from the BSNL shall be conclusive as regards the liability of Bidder to pay toBSNL or as regards the amount payable by the Bank under this guarantee. The Bank shall notbe entitled to withhold payment on the ground that the Bidder had disputed its liability to pay or has disputed the quantum of the amount or that any arbitration proceeding or legal proceeding is pending between Bidder and BSNL regarding the claim.
4. We, the Bank further agree that the guarantee shall come into force from the date of its issue and shall remain in full force and effect up to its Validity date.
5. The Bank further agrees that the BSNL shall have the fullest liberty without the consent of the Bank and without affecting in any way the obligations hereunder to vary any of the terms and conditions of the said agreement or to extend the time for performance of the said agreement from any of the powers exercisable by BSNL against the

Bidder and to forebear to enforce any of the terms and conditions relating to the said agreement and the Bank shall not be relieved from its liability by reason of such failure or extension being granted to Bidder or through any forbearance, act or omission on the part of BSNL or any indulgence by BSNL to Bidder or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of relieving or discharging the guarantor.

6. Notwithstanding anything herein contained ;
 - (a) The liability of the Bank under this guarantee is restricted to the P.G. Amount and it will remain in force up to its Validity date.
 - (b) The guarantee shall stand completely discharged and all rights of the BSNL under this Guarantee shall be extinguished if no claim or demand is made on us in writing on or before its validity date.
7. In case BSNL demands for any money under this bank guarantee, the same shall be paid through banker's Cheque in favour of "AO(Claims)-,2 Kush Kumar Road, BSNL, Chennai Telephones" payable at Chennai.
8. The Bank guarantees that the below mentioned officer who have signed it on behalf of the Bank have authority to give this guarantee under its delegated power.

Place:

Date:

(Signature of the Bank Officer)

Rubber stamp of

the bank Authorized Power of Attorney

Number:

Name of the Bank officer:

Designation:

Complete Postal address of Bank:

.....

..... Telephone Numbers

..... Fax numbers

.....

.....

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

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

Subject: Authorization for attending Bid opening

I/ We Mr. /Ms. have submitted our bid for the tender no.
..... in respect of
..... (Item of work) which is due to open on
..... (date) in the Meeting Room, O/o
.....

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

.....
..... Signature of

the Representative
.....

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

Name of the Representative
.....

Signature of the alternative Representative

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

Above Signatures Attested

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

7 (D) MATERIAL SECURITY BOND FORM

Whereas (Hereinafter called "the Contractor") has been awarded the contract of cable construction work, as per tender number

..... KNOW ALL MEN by these Presents that WE OF Having our registered office at(herein called the "the Contractor") are bound un to(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 upto 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 upto and including One hundred and eighty (180) days after the Period of Contract validity, and any demand in respect thereof should reach the Bank not later than the above date.

Signature of the Bank

Signature of the Witness

Name of Witness:

Address of Witness:

7 (E) AGREEMENT

The successful Tenderer shall have to execute the following Agreement;

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

Whereas the Contractor has offered to enter into contract with the said BSNL for the execution of work of Trenching & Laying Under Ground Telephone Cables, Cable Jointing, Pillar Construction DP fitting and other associated works in 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 whereas the necessary security deposits have been furnished in accordance with the provisions of the tender document (Tender No.-----) 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:

2. The Contractor shall, during the period of this contract that is to say from to or completion of work for Rs..... (In words) Whichever is earlier or until this contract shall be determined by such notice as is hereinafter mentioned, safely carry out, by means of labours employed at his own expenses and by means of tools, implements and equipment etc. to be supplied by him to his labour at his own expenses, all trenching, cable laying, cable jointing, pillar construction, DP fitting and other associated works as described in tender documents (annexed to the agreement), when BSNL or Area GM/DGM/AGM 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.
3. The NIT (Notice Inviting Tender), Bid documents (Qualifying and Financial), letter of intent, approved rates, annexed hereto and such other additional particulars, instructions, drawings, work orders as may be found requisite to be given during execution of the work shall be deemed and taken to be an integral part of the contract and shall also be deemed to be included in the expression "The Agreement" or "The Contract" wherever herein used.
4. 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.
5. 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.
6. 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 herein to set their respective hands and seals the day and year in _____

Above written:

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

Witness:

1.

2.

Signed & Delivered on behalf of
GM CFA
BSNL, Chennai Telephones

Witness:

1.

2.

SECTION- 8
Bidder's profile & Questionnaire.
Tenderer / Bidder's Profile & Questionnaire
(To be filled in and submitted by the bidder)

A) Tenderer's Profile

1. Name of the Individual/ Firm:
2. Present Correspondence Address
-
- Telephone No. Mobile No. FAX No.
-

3. Registered Office
-
- Telephone No. Mobile No.
-

4. State the Type of Firm: Sole proprietor-ship/partnership firm / (Tick the correct choice): Private limited company.

5. Name of the sole proprietor/ partners/ Director(s) of Pvt. Ltd Co.:

S. No.	Name	Father's Name	Designation
1.			
2.			
3.			
4.			
5.			

6. Name of the person authorized to enter into and execute contract/ agreement and the capacity in which he is authorized (in case of partnership/ private Ltd company):
-
-

- 7.A Permanent Account No. :

- 7.B GST Registration No(s).....

8. Details of the Bidder's Bank for effecting e-payments:
- (a) Beneficiary Bank Name:.....
- (b) Beneficiary branch Name:.....
- (c) IFSC code of beneficiary Branch.....
- (d) Beneficiary account No.:.....
- (e) Branch Serial No. (MICR No.):.....

9. Whether the firm has Office/ works (i.e. manufacture of the tendered item) in Chennai? If so state its Address

.....
.....

10. GSTN Registration Number(s) of all units/business places of the bidder vide which he intends to execute the contract, if awarded.

GSTN1.....
GSTN2.....
GSTN 3.....and so on

B) Questionnaire

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

1.1 If Yes, Give details

.....
.....

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

2.1 If Yes, Give details

.....
.....

3. Suggestion for improvement of the tender document.

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

Place.....

Signature of contractor

Date

Name of Contractor

SECTION-9 Part-A

BID FORM

To

From,

.....

.....

<complete address of the purchaser>

<complete address of the Bidder>

.....

.....

.....

.....

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

Ref:Your Tender Enquiry No.dated

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

Dated: day of 2021

Signature

Witness

Name

Signature.....

In the capacity of

Name

Duly authorized to sign the bid

for and onAddress

behalf of

.....

SECTION 9 PART-B
Price Schedule (Financial Bid)

To
General Manager CFA,
BSNL, Chennai Telephones,
2, Kushkumar Road, Nungambakkam, Ch-34.

Sub: Financial Bid for U/G Copper Cable Construction Works
in BSNL-CHENNAI TELEPHONES.

Ref: E-Tender No.: DGM (CP&DCM) / Work Tender / 2021-2022 / 01 dtd 12-11-2021

Dear Sir,

Having examined the Tender Documents, Terms and Conditions stipulated therein, Specifications of work etc., we the undersigned offer to execute the Cable Construction Works in both Zone-I and Zone-II in conformity with the said specifications and conditions of contract at the percentage (Below / at par / above) on Standard Schedule rates quoted as under;

ZONE-I
(Chennai Corporation Area)

BELOW In figures%. In words Per cent

OR

AT PAR In words

OR

ABOVE In figures%. In wordsPer cent

ZONE-II
(Peripheral area – other than Chennai Corporation Area)

BELOW In figures%. In words Per cent.

OR

AT PAR In words

OR

ABOVE In figures%. In wordsPer cent

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

We agree to abide by this Bid for a period of 180 days from the date opening of Financial Bid and it shall remain binding upon us and may be accepted at any time before the expiry of that period.

Dated/...../.....
Signature of Tenderer.....
Name of Tenderer
With Seal

SECTION – 9
Part C

Standard schedule of Basic rates for U.G. Copper Cable Construction Work in Chennai Telephones

The store materials will be made available at District Store Depot, Vyasarpadi, Chennai.

The following approved scheduled rates are exclusive of applicable taxes.

Type of Trench A: Top 45 Cms, Bottom 30 Cms and Depth 100 Cms.

Excavating Trenches of 'A' Type (Including back filling, compacting - after laying the Cables and removing excess earth from site)

SL. NO.	ITEM CODE	DESCRIPTION OF ITEMS	UNIT	Approved Scheduled Rates (In Rs.) (exclusive of applicable taxes) for Zone-I	Approved Scheduled Rates (In Rs.) (exclusive of applicable taxes) for Zone-II
1A	1A1	In Non-Surfaced Strata			
	1A1.1	All kinds of soil other than 1A1.3	Per mt.	126.75	86.88
	1A1.2	Rocky (Boulders) Strata	Per mt.	1007.12	690.33
	1A1.3	Hard/Semi hard/Clay Soil	Per mt.	190.12	130.32
	1A2	Surfaced Strata			
	1A21	Footpaths			
	1A21.3	Tiled	Per mt.	210.44	144.25
	1A21.4	Cement Concrete	Per mt.	237.49	162.79
	1A22	Along Road side			
	1A22.1	Tarmac/Asphalt	Per mt.	200.72	137.59
	1A22.4	Cement Concrete Roads	Per mt.	325.28	222.96
	1A23	Road Crossing			
	1A23.1	Tarmac	Per mt.	216.80	148.61
	1A23.4	Re-inforced Cement Concrete	Per mt.	420.96	288.55

Type of Trench B: Top 60 cms, Bottom 45 cms and Depth 100 cms.

The following approved scheduled rates are exclusive of applicable taxes.

Excavating Trenches of 'B' Type (Including back filling, Compacting - after laying the Cables and removing excess earth from site)

SL. NO.	ITEM CODE	DESCRIPTION OF ITEMS	UNIT	Approved Scheduled Rates (In Rs.) (exclusive of applicable taxes) for Zone-I	Approved Scheduled Rates (In Rs.) (exclusive of applicable taxes) for Zone-II
1B	1B1	In Non-Surfaced Strata			
	1B1.1	All kinds of soil other than 1B1.3	Per mt.	175.87	120.55
	1B1.2	Rocky (Boulders) Strata	Per mt.	1408.63	965.55
	1B1.3	Hard/Semi hard/Clay Soil	Per mt.	263.80	180.83
	1B2	Surfaced Strata			
	1B21	Footpaths			
	1B21.3	Tiled	Per mt.	286.17	196.16
	1B21.4	Cement Concrete	Per mt.	322.35	220.96
	1B22	Along Road side			
	1B22.1	Tarmac/Asphalt	Per mt.	272.65	186.89
	1B22.4	Cement Concrete Roads	Per mt.	438.28	300.42
	1B23	Road Crossing			
	1B23.1	Tarmac	Per mt.	288.73	197.91
	1B23.4	Re-inforced Cement Concrete	Per mt.	560.50	384.20

Type of Trench C: Top 75 cms, Bottom 60 cms and Depth 100 cms

The following approved scheduled rates are exclusive of applicable taxes.

Excavating Trenches of 'C' Type (Including back filling, Compacting - after laying the Cables and removing excess earth from site)

SL. NO.	ITEM CODE	DESCRIPTION OF ITEMS	UNIT	Approved Scheduled Rates (In Rs.) (exclusive of applicable taxes) for Zone-I	Approved Scheduled Rates (In Rs.) (exclusive of applicable taxes) for Zone-II
1C	1C1	In Non-Surfaced Strata			
	1C1.1	All kinds of soil other than 1C1.3	Per mt.	224.99	154.22
	1C1.2	Rocky (Boulders) Strata	Per mt.	1809.93	1240.63
	1C1.3	Hard/Semi hard/Clay Soil	Per mt.	337.48	231.33
	1C2	Surfaced Strata			
	1C21	Footpaths			
	1C21.3	Tiled	Per mt.	361.97	248.12
	1C21.4	Cement Concrete	Per mt.	407.14	279.08
	1C22	Along Road side			
	1C22.1	Tarmac/Asphalt	Per mt.	344.57	236.19
	1C22.4	Cement Concrete	Per mt.	551.44	377.98
	1C23	Road Crossing			
	1C23.1	Tarmac	Per mt.	360.66	247.21
	1C23.4	Re-inforced Cement Concrete	Per mt.	700.19	479.95

Type of Trench D: Top 90 cms, Bottom 75 cms and Depth 100 cms.

The following approved scheduled rates are exclusive of applicable taxes

Excavating Trenches of 'D' Type (Including back filling, Compacting - after laying the Cables and removing excess earth from site)

SL. NO.	ITEM CODE	DESCRIPTION OF ITEMS	UNIT	Approved Scheduled Rates (In Rs.) (exclusive of applicable taxes) for Zone-I	Approved Scheduled Rates (In Rs.) (exclusive of applicable taxes) for Zone-II
1D	1D1	In Non-Surfaced Strata			
	1D1.1	All kinds of soil other than 1D1.3	Per mt.	274.04	187.84
	1D1.2	Rocky (Boulders) Strata	Per mt.	2211.23	1515.70
	1D1.3	Hard/Semi hard/Clay Soil	Per mt.	411.09	281.78
	1D2	Surfaced Strata			
	1D21	Footpaths			
	1D21.3	Tiled	Per mt.	437.63	299.97
	1D21.4	Cement Concrete	Per mt.	491.94	337.20
	1D22	Along Road side			
	1D22.1	Tarmac/Asphalt	Per mt.	416.43	285.44
	1D22.4	Cement Concrete	Per mt.	664.44	455.45
	1D23	Road Crossing			
	1D23.1	Tarmac	Per mt.	432.51	296.47
	1D23.4	Re-inforced Cement Concrete	Per mt.	839.87	575.69

1.2 1G1P - Laying and Fixing of GI Pipes on Bridges and Culverts

(BSNL will supply GI Pipes only in lengths of approximately 6 Mtrs.)

1G1P - Laying and Fixing of GI Pipes on Bridges and Culverts

(BSNL will supply GI Pipes only in lengths of approximately 6 Mtrs.)

SL. NO	ITEM CODE	DESCRIPTION OF ITEMS	UNIT	Approved Scheduled Rates (In Rs.) (exclusive of applicable taxes) for Zone-I	Approved Scheduled Rates (In Rs.) (exclusive of applicable taxes) for Zone-II
1.2	1G1P1	Upto 40 mm Dia	Per mt.	47.16	37.05
	1G1P2	Above 40 mm to 80 mm Dia	Per mt.	62.20	49.56
	1G1P3	Above 80 mm Dia	Per mt.	70.24	55.07

1.3 1RCC - Laying, Fixing and Sealing of full round RCC Pipes on Road Crossings

BSNL will supply only round RCC Pipes in lengths of 2 Mtrs with collars. The Clamps, Sealing Cement and other accessories required for ceiling 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.

SL. NO.	ITEM CODE	DESCRIPTION OF ITEMS	UNIT	Approved Scheduled Rates (In Rs.) (exclusive of applicable taxes) for Zone-I	Approved Scheduled Rates (In Rs.) (exclusive of applicable taxes) for Zone-II
1.3	1RCC1	Upto 150 mm Dia	Per mt.	66.52	45.59
	1RCC2	Above 150 mm to 225 mm Dia	Per mt.	82.60	56.62
	1RCC3	Above 225 mm Dia	Per mt.	98.68	67.64

2.0 2PLT - Pulling & Laying of Cables in Trenches & Pipes

SL. NO.	ITEM CODE	DESCRIPTION OF ITEMS	UNIT	Approved Scheduled Rates (In Rs.) (exclusive of applicable taxes) for Zone-I	Approved Scheduled Rates (In Rs.) (exclusive of applicable taxes) for Zone-II
2.0	2PLT1	For Cables upto 50 Pairs	Per mt.	10.2	7.16
	2PLT2	For Cables of 100/200 Pairs	Per mt.	19.59	13.77
	2PLT3	For Cables of 400 Pairs	Per mt.	90.1	62.27

	2PLT4	For Cables of 800 Pairs	Per mt.	115.87	80.47
	2PLT5	For Cables of 1200 Pairs and above	Per mt.	116.41	81.02

2.0.1 2RLT - Recovery of Old Directly buried Cables/Pipes

SL. NO.	ITEM CODE	DESCRIPTION OF ITEMS	UNIT	Approved Scheduled Rates (In Rs.) (exclusive of applicable taxes) for Zone-I	Approved Scheduled Rates (In Rs.) (exclusive of applicable taxes) for Zone-II
2.0.1	2RLT1	For Cables upto 50 Pairs	Per mt.	9.92	6.89
	2RLT2	For Cables of 100/200 Pairs	Per mt.	19.04	13.22
	2RLT3	For Cables of 400 Pairs	Per mt.	89.28	61.45
	2RLT4	For Cables of 800 Pairs	Per mt.	114.21	78.82
	2RLT5	For Cables of 1200 Pairs and above	Per mt.	114.49	79.09

2.1 2PLD - Pulling of Cables in Duct

SL. NO.	ITEM CODE	DESCRIPTION OF ITEMS	UNIT	Approved Scheduled Rates (In Rs.) (exclusive of applicable taxes) for Zone-I	Approved Scheduled Rates (In Rs.) (exclusive of applicable taxes) for Zone-II
2.1	2PLD1	For Cables of 400 Pairs	Per mt.	123.9	85.98
	2PLD2	For Cables of 800 Pairs	Per mt.	125.55	87.63
	2PLD3	For Cables of 1200 Pairs and above	Per mt.	126.1	88.18

2.1.1 2BLD - Back pulling of Cables from Ducts and Coiling of Cables

SL. NO.	ITEM CODE	DESCRIPTION OF ITEMS	UNIT	Approved Scheduled Rates (In Rs.) (exclusive of applicable taxes) for Zone-I	Approved Scheduled Rates (In Rs.) (exclusive of applicable taxes) for Zone-II
2.1.1	2BLD1	For Cables of 400 Pairs	Per mt.	121.43	83.50
	2BLD2	For Cables of 800 Pairs	Per mt.	122.25	84.33
	2BLD3	For Cables of 1200 Pairs and above	Per mt.	122.53	84.60

3 3WPL - Providing Warning/Protection Layers

(BSNL will supply only HRRCC Pipes/Stone Slabs/Pre cast RCC Slabs)

S. L. N O.	ITEM CODE	DESCRIPTION OF ITEMS	UNIT	Approved Scheduled Rates (In Rs.) (exclusive of applicable taxes) for Zone-I	Approved Scheduled Rates (In Rs.) (exclusive of applicable taxes) for Zone-II
3	3WPL1	Placing half round RCC Pipes/Stone Slabs/Precast RCC Slabs	Per mt.	11.56	9.24

4 Construction of Plinth for Pillars

BSNL will supply only Pillar Shells. Other materials including GI Plates, Copper Wire, Enamel paint, RCC Material and Water for curing required for the work shall be arranged by the Contractor

SL. NO	ITEM CODE	DESCRIPTION OF ITEMS	UNIT	Approved Scheduled Rates (In Rs.) (exclusive of applicable taxes) for Zone-I	Approved Scheduled Rates (In Rs.) (exclusive of applicable taxes) for Zone-II
4	4COPP 1	Construction of Plinth for Pillar For Pillars upto 1000 Pairs	Per unit	12361.14	9888.91
	4COPP 2	Construction of Plinth for Pillar For Pillars above 1000 Pairs	Per unit	16430.4	13144.32
	4ERP	Erection, Painting and Sign Writing of Pillars			
		ERECTION			
	4ERP1	For Pillars upto 1000 Pairs	Per unit	474.90	379.92
	4 ERP2	For Pillars above 1000 Pairs	Per unit	584.50	467.59
		PAINTING And SIGNWRITING			
	4ERP1	For Pillars upto 1000 Pairs	Per unit	949.81	759.85
	4 ERP2	For Pillars above 1000 Pairs	Per unit	1278.59	1022.87

5 5DP - Erection, Termination, Painting and Sign writing of DPs

BSNL will supply only the Post materials, GI Pipes, DP Boxes with Modules, Fixture and Accessories for External DPs. For Internal DPs, BSNL will supply GI Pipes and DP Boxes with Modules. The Contractor shall supply clamps and accessories for erection.

SL. NO	ITEM CODE	DESCRIPTION OF ITEMS	UNIT	Approved Scheduled Rates (In Rs.) (exclusive of applicable taxes)	Approved Scheduled Rates (In Rs.) (exclusive of applicable taxes)
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				for Zone-I	for Zone-II
5	5DPE	External DPs			
	5DPE1	External DPs 10 Pairs	each	1159.35	841.39
	5DPE2	External DPs 20 Pairs	each	1207.44	879.55
	5DPN	Internal DPs			
	5DPN1	Internal DPs 5/10 Pairs	each	329.89	290.13
	5DPN2	Internal DPs 20/50 Pairs	each	377.98	328.29

6 6TRM - Termination of Cables on MDFs and Pillars

BSNL will supply only CT Boxes for Pillars and TAG Blocks for MDF. The Contractor shall arrange standard Tools and Equipment and Consumables required for carrying out the work.

Sl. No	ITEM CODE	DESCRIPTION OF ITEMS	UNIT	Approved Scheduled Rates (In Rs.) (exclusive of applicable taxes) for Zone-I	Approved Scheduled Rates (In Rs.) (exclusive of applicable taxes) for Zone-II
6	6TRMM	Termination of Cables on MDFs	Per 100 pairs	1154.32	915.80
	6TRMP	Termination of Cables on Pillars	Per 100 pairs	1154.32	915.80

7 7JC - Jointing of cables (Straight and Branch Joints) and end to end testing, including of making PIT of 1M x 1M x 1M and re-filling

BSNL will supply Jointing Kits & Modular Connectors, if jointing is asked to be done using Modular Connectors. The Contractor shall arrange for required Tools, PVC Sleeves, Consumables and other misc items viz PVC sleeves, consumables.

SL. NO	ITEM CODE	DESCRIPTION OF ITEMS	UNIT	Approved Scheduled Rates (In Rs.) (exclusive of applicable taxes) for Zone-I	Approved Scheduled Rates (In Rs.) (exclusive of applicable taxes) for Zone-II
7	7JC1	50 Pairs	Per Joint	1500.20	1200.17
	7JC2	100 Pairs	Per Joint	1810.67	1448.53
	7JC3	200 Pairs	Per Joint	2121.13	1696.91
	7JC4	400 Pairs	Per Joint	2742.06	2193.65
	7JC5	Above 400 Pairs, additional rates payable per 100 pairs in excess of 400 pairs.	Per Joint	310.46	248.38

		For 800 Pairs	Per Joint	3983.92	3187.15
		For 1200 Pairs	Per Joint	5225.77	4180.66

7.1 7JAT - Teeing works and Testing and Removal of Tee

BSNL will supply only Jointing Kits & Modular Connectors, if Teeing is asked to be done using Modular Connectors. The Contractor shall arrange required Tools and other miscellaneous items viz. PVC Sleeves, Consumables.

SL. NO.	ITEM CODE	DESCRIPTION OF ITEMS	UNIT	Approved Scheduled Rates (In Rs.) (exclusive of applicable taxes) for Zone-I	Approved Scheduled Rates (In Rs.) (exclusive of applicable taxes) for Zone-II
7.1	7JAT1	Teeing per Pair	Per Pair	24.79	19.12
	7JAT2	Releasing per Pair	Per Pair	24.79	19.12

8 9DOC - Documentation (6 Copies of Bound Document = 1 Set)

The Document shall be done as per Specifications and Scope defined in Item 1.1 of Section 3 Part A for all the Work against Work Order issued in accordance with the Item 1.0 of Section 5 Part B.

SL. NO.	ITEM CODE	DESCRIPTION OF ITEMS	UNIT	Approved Scheduled Rates (In Rs.) (exclusive of applicable taxes) for Zone-I	Approved Scheduled Rates (In Rs.) (exclusive of applicable taxes) for Zone-II
8	9DOC	Documentation (6 Copies of Bound Document = 1 Set)	one set	1000	1000

9 Empty Cable Drums

(Cost of the empty cable drums to be deducted from the contractor bills)

SL. NO.	ITEM CODE	DESCRIPTION OF ITEMS	UNIT	Approved Scheduled Rates (In Rs.) (exclusive of applicable taxes) for Zone-I	Approved Scheduled Rates (In Rs.) (exclusive of applicable taxes) for Zone-II
9		10 pr cable drum	each	75.00	75.00
		20 pr cable drum	each	100.00	100.00
		50 pr cable drum	each	125.00	125.00
		100 pr cable drum	each	150.00	150.00
		200 pr cable drum	each	250.00	250.00

	400 pr cable drum	each	375.00	375.00
	800 pr cable drum	each	500.00	500.00
	1200 pr cable drum and above	each	550.00	550.00

10 HDD Method of Trenching

This HDD method of Trenching at a minimum depth of 1.70 meters below the road surface is to be carried out wherever trenching could not be carried out along and across the road due to technical reasons.

SL. NO.	ITEM CODE	DESCRIPTION OF ITEMS	UNIT	Approved Scheduled Rates (In Rs.) (exclusive of applicable taxes) for Zone-I	Approved Scheduled Rates (In Rs.) (exclusive of applicable taxes) for Zone-I
10	HDD1	Upto 60mm dia/ 200 pair cable	Per meter	600.00	600.00
	HDD2	61 to 100mm dia/ 400 pair cable	Per meter	650.00	650.00
	HDD3	151mm to 200mm dia / 800 or 1200 Pair cable	Per meter	700.00	700.00
	HDD4	151mm to 200mm dia /for Multiple cables. 3x200 / 2x400 Pair Cable	Per meter	700.00	700.00

SECTION – 9
Part D

RATE 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.	Final rate of disposal in Rs.
1.	1200 pairs and above	550	550 + GST
2.	800 pairs	500	500 + GST
3.	400 pairs	375	375 + GST
4.	200 pairs	250	250 + GST
5.	100 pairs	150	150 + GST
6.	50 pairs	125	125 + GST
7.	20 pairs	100	100 + GST
8.	10 pairs	75	75+ GST

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

ANNEXURE-A

Procedure for Issue / Receipt of materials to the Contractor

1. General

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

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

The materials shall be issued to the Contractor from the stores location of which shall be mentioned in the schedule of rates. No separate charges for loading, transportation and unloading shall be paid. This cost of logistics shall be inbuilt in the schedule of rates for an average lead from district store depot to different work sites within Chennai Telephones. The cost on this account shall be loaded on to the rates of respective items. 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 on form (Material Requisition Slip in Annexure-A) to the Engineer-in-charge who shall in turn verify the requirement of stores vis-à-vis theoretical requirements and already issued materials to the contractor against the work. The Engineer-in-charge shall authorize the Contractor or his Authorized Representative to collect the stores from the store godown. **Issue of materials to the Contractor shall remain within the value of Material Security furnished by the Contractor. The SDE in-charge, before authorizing issue of materials to the Contractor, shall ensure substantial utilization of earlier issued stores. If due to any reason more stores has to be issued to the contractor then the material security will be suitably enhanced In this regard the decision of the 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 return to the stores of BSNL or be re-issued against any other Work Order. The Engineer-in-charge or his representative, before receiving, shall physically inspect the surplus materials.
- The materials shall be returned to the stores by furnishing the details in form (Material Return Slip in annexure-A).
 - If the surplus materials are to be re-issued, the Engineer-in-charge shall obtain requisition slip from the Contractor for issue of such materials and complete the records of store accounts of his office showing the materials having been issued to the Contractor. Copy of issue slip shall be sent to the Stores in-charge 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.

Annexure-A
Form No. DTS/UGCC/013

Material Requisition Slip (In Triplicate)

From
M/s _____ No. _____ Dated _____

To _____

Work Order No. _____ Estimate No. _____

Kindly issue the following stores for _____ works.

Sl. No :	Item	To be filled-in by the contractor					To be filled in by the store in-charge		
		Quantity in work order	Quantity received against the work order till date	Quantity balance 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 authorised

Personnel Seal of the firm

The above store may be issued
Signature of the SDE
In-charge of the work
With seal

Store issued
Signature of the store
In-charge with seal _____

Stores received as above
Signature of the authorised
Personnel with seal of the firm _____

Copy to: SDE In-Charge of the works.

Note:

- In-charge of works may confirm before approval of stores the return of earlier issue slip.
- The contractor shall get serially numbered store slip 1+3 printed and shall always submit request for store in this proforma.
- 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.
- 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.

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

No. _____
Dated. _____

From.: M/S. _____

Work Ordr No. _____
Estimate No. _____

Sir,

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

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

Place _____
Date _____

Signature _____
Name of the authorised Personnel _____

Seal of the firm

The above store may be taken to stock

Store received

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

Signature of the store-in charge
with seal

Stores deposited as above

Signature of the authorized personnel with seal of the firm

Copy to: SDE in-charge of the works.

Annexure – B

Form NO. DTS/UGCC/ 006

Site Order Book

1.6 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

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 _____

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

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

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

Signature of the Contractor _____

Date:

For Office use only

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

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

Signature of Site Engineer

Annexure – D

Form No. DTS/UGCC/027

**HINDRANCE REGISTER
(FRONT PAGE)**

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

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

(FORMAT FOR INSIDE PAGES)

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

Mobile No.

Alternate Contact Person :

Tax information:

PAN :

Service Tax reg. no. :

CST Reg. No :

LST (Local VAT reg.No.) :

Tax Registration no. :
(for Foreign Vendors)

Income Tax Exemption details:

IT exemption rate :

IT exemption no. :

IT Exemption date :

IT exemption date to :

IT exemption date from :

Excise Details:

Excise reg. no. :

Excise Range :

Excise Division :

Excise Commissionerate :

Payment Transaction/Bank Details:

Bank Country :

Bank Name :

