



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

CHENNAI TELEPHONES

BID DOCUMENT

e-TENDER FOR MISCELLANEOUS DUCT WORKS IN CHENNAI TELEPHONES

E-TENDER NO.

TE.NO. DGM (CP&DCM) / DUCT WORKS TENDER / 2022-23/01 Dated 29-04-2022

DATE OF OPENING: 20-05-2022

**Bharat Sanchar Nigam Limited, Chennai Telephones
Assistant General Manager (CP&DCM) 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&DCM)
O/o GM (CFA),
Chennai-1

To:
Prospective Bidders

NIT NO. DGM (CP&DCM) / DUCT WORKS TENDER / 2022-23/01 Dated 29-04-2022

Sub: Tender document for Miscellaneous duct works in Chennai through e-tender – reg.

E-Tender No.: DGM (CP&DCM) / DUCT WORKS TENDER / 2022-2023 / 01 dt. 29-04-2022

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&DCM)

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

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

SECTION -1
DETAILED NOTICE INVITING TENDER (DNIT)
Tender for Miscellaneous Duct works

Digitally Sealed tenders on Rupee payment basis are invited through e-tendering process by the General Manager CFA, BSNL, CHENNAI TELEPHONE DISTRICT Telephones for “Miscellaneous Duct works” in Chennai Telephones for a period of one year.

1. Description of works: Miscellaneous Duct works in Chennai Telephones.

Jurisdiction	Estimated cost of Work in Rupees.	Cost of Bid Document (non-refundable) in Rupees	Bid Security (2%) In Rupees
Entire Chennai Telephones District area.	Rs.50,00,000/-	Rs.590/- (including 18 % GST)	Rs.1,00,000

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.590/- 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. The tender documents shall be issued free of cost to MSME bidders on production of requisite proof in respect of valid certification from MSME for the tendered item.

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 29-04-2022**. 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 29-04-2022** 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 for the tendered item.

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 executing works related to tendered items (Proof of experience 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 as mentioned in 4.2 in Technical Qualification.

5. Bid Security:

5.1 The bidder shall furnish the bid EMD in one of the following ways.

(a) Demand Drafts/Banker's Cheque for an amount as mentioned at Section 1, clause 1 drawn in favour of Accounts Officer (Claims) COBA BSNL, Chennai Telephones and payable at Chennai.

(b) Bank Guarantee (as prescribed format given in the section –7A) from a scheduled bank drawn in favour of GM – CFA, Chennai Telephones, Chennai, which should be valid for 210 days from the tender opening date.

5.2 The MSE units shall be exempted from submission of Bid security deposit on production of requisite proof in respect of valid certification MSME for the tendered item.

6. Date & Time of Submission of Tender bid:

Last Date/ Time of submission of Bids: on or before 11.00 Hrs of 20-05-2022 (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 20-05-2022

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 02-05-2022 (3 days from issue of NIT).

BSNL Contact-1	
BSNL's Contact Person	AGM (CP&DCM)
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. A Bid value for a shorter period shall be rejected by the purchaser of non responsive.

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) EMD.
- 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-A.
- 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.
- 14) Copy of PAN card.
- 15) Copy of GST registration.
- 16) Copy of MSME registration if applicable
- 17) Copy of ESI/ EPF registration if applicable

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 (Tender)
O/o General Manager CFA
No. 2 Kush Kumar Road
Nungambakkam, Ch- 034.

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.
- (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
SCOPE OF WORK

S.No	NATURE OF WORK	EMD
01	Repairing and attending to defects in the Telecom Cable Duct routes, Manholes and Hand holes including raising / lowering of Manholes & Hand holes.	Rs.1,00,000/-

1. Brief Description of Work.

The work of repair of duct routes , raising / lowering of MHs & HHs in the jurisdiction of Duct Cable Maintenance, Chennai Telephone District.

2. General:-

The tender should be submitted in the prescribed tender form only. Tendered should go through the details and sign each and every page of the tender document including its enclosures as a token of acceptance of terms and conditions. The tender form duly completed along with enclosures should be dropped in the Tender Box available in AGM (Tender)'s office in a sealed cover addressed to AGM (Tender), BSNL, Chennai Telephones, No-2 Kushkumar Road, Chennai-600 034 to reach this office by 11-00 Hrs. on **20/05/2022**. Any clarification regarding the terms & conditions of the tender can be had from AGM (Tender) Mobile No. 9444960580 not later than **10 days** prior to the date of opening of the bid. The tenders received after the last date shall not be accepted.

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 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.
- 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 Duct Routes, Manholes and Hand holes including raising / lowering of Manholes & Hand holes.
- 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.
- 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 (section 9 Part A) and appropriate Price schedule (Section 9 Part B) furnished in the Bid document, indicating the goods to be supplied, brief description of the good, quantity and prices as per section 9.

9.0 BID PRICES

- 9.1 The offer shall be firm in Indian Rupees.
- 9.2 **Prices must be quoted by the Bidder 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.
- j) Xerox copy of PAN card.

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 or 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 / EMD

12.1. The bidder shall furnish, as part of its bid, a bid security as mentioned in Section – 1 (DNIT).

12.2 The MSE bidders are exempted from payment of bid security.

- a) A proof regarding valid registration with body specified by Ministry of Micro, Small & Medium Enterprise for the tendered items will have to be attached along with the bid.
- b) The enlistment certificate issued by MSME should be valid on the date of opening of tender.
- c) If a vender registered with body specified by Ministry of Micro, Small & 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 is required to protect BSNL against the risk of bidder's conduct, which would warrant the forfeiture of bid security pursuant to clause 12.5.

12.4 A bid not secured in accordance with clause 12.1& 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 of the un successful bidder will be discharged / returned as promptly as possible and within 30 days of finalization of the tender or expiry of the period of the bid validity period prescribed by the purchaser pursuant to clause 13.

12.5.1. The successful bidder's bid security will be discharged upon the bidder's acceptance of the advance purchase order satisfactorily in accordance with clause 28 and by its furnishing the performance security.

12.5.2 The bid security may be forfeited:

(a) If the bidder withdraws or amends its bid or impairs or derogates from the bid in any respect during the period of bid validity specified by the bidder in the Bid form or extended subsequently, or

(b) If the bidder does not accept the AWO / WO and / or does not submit PBG and sign the contract / agreement in accordance with clause 28 or

(c) In both the cases, i.e. 12.5.2 (a) & (b), the bidder will not be eligible to participate in the tender for same item for one year from the date of issue of APO. The bidder shall not approach the court against the decision of BSNL in this regard (or) the bidder is barred from approaching the court in this regard.

13.0 PERIOD OF VALIDITY OF BIDS

13.1 Bid shall remain valid for period specified in Section 2 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.
- e) Attestation of the specimen signatures of such authorized signatory of the bid by the Company's /firm's bankers shall be furnished. Name, Designation, phone number, mobile number, email address and postal address of the authorized signatory shall be provided.

15 SEALING AND MARKING OF BIDS

15.1 The bid should be submitted as per Section 2 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 & 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 SUBMISSIONS 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) 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. 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 outrightly 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 clause3 (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 venders, 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

performance / security deposit equal to **10%** of the value of the order to be awarded.

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 performance / security deposit 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 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.

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)	<p>Submitting fake / forged</p> <p>a) Bank Instruments with the bid to meet terms & condition of tender in respect of tender fee.</p> <p>b) Certificate for claiming exemption in respect of tender fee and</p> <p>and detection of default at any stage from receipt of bids till award of AWO/ issue of WO.</p> <p>Note 1:- However, in this case the performance guarantee if alright will not be forfeited.</p> <p>Note 2:- Payment for already received completed work shall be made as per terms & conditions of WO.</p>	<p>i) Rejection of tender bid of respective Vendor.</p> <p>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 date of issue of banning order.</p> <p>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.</p>
1(b)	<p>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 :</p> <p><i>(i) If detection of default is prior to award of APO</i></p> <p><i>(ii) If detection of default after issue of APO but before receipt of PG/ SD (DD, BG etc.)</i></p>	<p>i) Rejection of Bid ii) Forfeiture of EMD. 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.</p> <p>i) Cancellation of APO, ii) Rejection of Bid & iii) Forfeiture of EMD</p> <p>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.</p>
1(b) contd.	<p><i>(iii) If detection of default after receipt of PG/ SD (DD, BG etc.).</i></p>	<p>i) Cancellation of APO ii) Rejection of Bid & iii) Forfeiture of PG/ SD. However on realization of PG/SD amount, EMD if not shall be returned.</p> <p>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.</p>

	(iv) If <i>detection of default after issue of WO</i>	<p>i) Termination/ Short Closure of PO/WO and Cancellation of APO</p> <p>ii) Rejection of Bid &</p> <p>iii) Forfeiture of PG/ SD. However on realization of PG/SD amount, EMD if not shall be returned.</p> <p>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.</p>
	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	<p>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 :</p> <p>a) Obstructing functioning of tender opening executives of BSNL in receipt/ opening of tender bids from prospective Bidders, suppliers/ Contractors.</p> <p>b) Obstructing/ Threatening other prospective bidders i.e. suppliers/ Contractors from entering the tender venue and/ or submitting their tender bid freely.</p>	<p>Banning of business for 3 years which implies Barring further dealing with the vendor for procurement of Goods & Services including participation in future tenders invited by BSNL for 3 years from date of issue of banning order.</p>
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.	<p>i) Termination of WO.</p> <p>ii) Under take work in accordance with Clause 15 Section 5A at the risk of defaulting bidder</p> <p>iii) Recover the excess charges if incurred from the PG/ SD and outstanding bills of the defaulting Vendor.</p>
4.2	Failure to execute the work in full even in extended delivery schedules, if granted against PO/ WO.	<p>i) Short Closure of WO to the service already received by BSNL and/ or in pipeline provided</p> <p>ii) Under take work in accordance with Clause 15 Section 5A at the risk of defaulting bidder</p> <p>iii) Recover the excess charges if incurred from the PG/ SD and outstanding bills of the defaulting bidder.</p>
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.
	(a) for amount already paid by BSNL .	
	c) for amount higher than that approved by BSNL for that service.	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.
	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 is liquidated.	i) Termination/ Short Closure of the WO. ii) Settle bills for the service received if pending work does not affect the working or use of the services received iii) Under take work in accordance with Clause 15 Section 5A at the risk of defaulting bidder 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).
		Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD.
9	In the event of the vendor, its proprietor, Director(s), partner(s) is / are convicted by a Court of Law following prosecution for offences involving moral turpitude in relation to the business dealings.	i) Termination/ Short Closure of the WO. ii) Settle bills for the service received if pending work does not affect the working or use of the services received iii) Under take work in accordance with Clause 15 Section 5B at the risk of defaulting bidder 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). Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD.
10	If the vendor does not return/ refuses to return BSNL's dues:	i) Take action to appoint Arbitrator to adjudicate the dispute.

	a) in spite of order of Arbitrator.	<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 suite 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 duct related works.
- 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. 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	25%
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 m
	9941947400	twhelpdesk438@gmai.co m

General Help Desk No. 080-40482000

General mail ID: bsnlwhelpdest@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. 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 /EMD 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 /EMD 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.

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 pursue 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. a) The contractor should respond to the work order immediately and commence the work within three days. The nature of work covered by this tender includes repairing and attending to defects in the Telecom. Cable duct routes, Manholes and Handholes including raising/lowering of Manholes and Handholes. No tools will be supplied by the BSNL for execution of these works.

b) Necessary arrangement for watchman and security should be arranged by the tenderer whenever required. Necessary arrangement for watch and ward should be provided in case the works are carried over.

d) Work order for the works will be issued by the AGM (CP&DCM) and will be supervised by SDEs / JTOs. After completion of work, the contractor will submit the bills in triplicate and advance stamped receipt to the Unit Officer for processing for payment along with M-Book. Necessary deduction of Income tax, Surcharge and any other tax levied by the State/Central Government as amended from time to time will be deducted from the bill . Payment will be made through ECS only.
2. The successful tenderer will be engaged as 'WORK CONTRACTOR' 'ON WORK CONTRACT BASIS'. It is purely a work contract based on the principles of "Law of Contract".
3. This award of work contract does not confer any right to appointment in BSNL.
4. All the successful tenderers are bound by the labour laws as amended from time to time and also bound by the various provisions of the said laws.
5. The contractor should ensure that all the workmen involved should be covered by adequate insurance scheme. In case any workmen supplied by the tenderer suffers injury/damage or meets with an accident during the discharge of duty, the entire cost of compensation should be borne by the tenderer and BSNL Chennai Telephones will stand indemnified against any claims/damage/compensation . The sole responsibility for any legal or financial implication would rest with the tenderer only. BSNL shall have no liability whatsoever in this regard.
6. The BSNL Chennai Telephones will not be responsible for payment of compensation or medical expenses that may be arising out of injuries suffered, or permanent disability or death to the personnel of the successful tenderer, while executing the work.
7. After acceptance of the contract , the BSNL Chennai Telephones reserves the right to terminate the contract giving **15 days of notice**, with forfeiture of Security Deposit besides black listing , under the following circumstances :-
 - i) If any of the terms and conditions of the contract is /are violated.
 - ii) If the execution of works are found to be not satisfactory (the decision of DGM (CP & DCM) , BSNL, Chennai Telephones will be final and binding in this regard) .
8. BSNL shall not be responsible for any loss or damage incurred to the tenderer as a result of the termination of the tender. BSNL shall be free to take due action for the appointment of the new contractor during the period under notice thereafter.

9. In case any loss/damage incurred to the BSNL property or to any other private/public sector/State/Central Government organization property due to the negligence of the workmen supplied by the contractor while executing the work , the contractor is fully responsible to reimburse the loss/damage so incurred , BSNL Chennai Telephones shall have no liability whatsoever.

10. a) All compensation or others sums of money payable by the contractor to the BSNL or to the Private/public/State/Central Government authorities under the terms of the contract shall be realized from claim bills and / or his Security Deposit and in the event of this Security Deposit being reduced by reasons of any such deduction , the contractor shall **within 15 days** thereafter make good in cash any sum or sums which may have been deducted from his Security Deposits, provided always that nothing contained in these conditions shall preclude the BSNL Chennai Telephones from taking such steps as may be deemed fit for receiving from him any sum or sums of money for any damage which he may be liable under the Terms and conditions of this contract over and above the amount of his Security Deposit.

b). The contractor shall pay for any compensation under the workman's compensation that are otherwise arising out of any injury or death caused to any workman employed by them or to any BSNL staff.

11. The tenderer is liable for any legal dispute/case /claims that have arisen or may arise during the currency of the tender in respect of the tender work. BSNL will not be liable for any loss, damages, etc. Suffered / to be suffered by the tenderer or third party as case may be.

12. No contractor shall claim, as matter of right the entire quantum of work for the entire period of contract and shall not enter into any litigation in this connection.

13. The contract can be terminated by the DGM (CP & DCM), BSNL; Chennai Telephones at any time giving 15 days notice in case of non-compliance of any of the terms & conditions of the tender and the decision of the DGM (CP & DCM) will be final. Termination of contract will also result in forfeiture of the Security Deposit along with EMD.

14. The DGM (CP & DCM) or his representative has the right to alter the quantum of work allotted in the work order without assigning any reason, during the course of execution of work by the contractor.

15. Submission of the tender will bind the tenderer with acceptance of all the conditions specified therein unless any specific modification is agreed to by the DGM (CP & DCM), BSNL, Chennai Telephones and the contractor.

16. The works executed by the contractor will be inspected by a Group B Officer/STS of Group A officer and on being satisfactory the payments will be made for the quantum of the executed work. In case of the work not done confirmatory to the specification, the same should be re-constructed at the cost of the contractor only. The decision of the Group B/ STS of Group A officer will be final and binding on the contractor.

17. The contractor shall be able to execute the works in more than four or five locations within the jurisdiction of Chennai Telephones simultaneously also by keeping adequate number of workers at his disposal for speedy execution of works entrusted.

18. The accumulated mud and sand in the DMH must be removed by the tenderer.

19. Excess earth or rubble remaining, if any, after re-filling trenches must be removed out of the site of work to the satisfaction of Corporation /Highways/Police authorities without any compliant in this regard from any of these authorities. This should be done simultaneously and in no case it should be allowed to

lie after the work has been completed at the site.

20. No one connected with or in the employment of BSNL, shall ever be admitted as a partner or to any interest in this contract.

21. Traffic permission/road cut permission will be processed by this division and should be pursued by the tenderer to get permission from the authorities.

22. During the execution of work, the contractor shall follow all traffic precautions issued by the Police/Corporation/Highways and local authorities. The work should be commenced and completed within the stipulated period of permission as mentioned and accorded by the respective authorities.

23. The contractor shall provide at his own cost all tools, plants and appliances, implement, etc. required for proper execution of works. The contractor shall also arrange requisite number of labourers without any charge for the execution of work. The contractor shall arrange assistance during the measurements by the officers of BSNL Chennai Telephones at any point of time.

24. The contractor shall be responsible to make all arrangements at his own cost for de-watering of trenches and water required for carrying out works at sites including curing of CC/RCC works.

25. The contractor shall warrant that the material supplied for the work shall be new and are free from all defects and faults in material and workmanship. 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 and shall remedy such defects at his own cost when called upon to do so by the BSNL, who shall state in writing in respect of defects during the period of warranty.

26. BSNL shall consider the award of contract only to those eligible bidders whose offers have been found technically, commercially and financially acceptable.

27. Any dispute arising out of his contract shall be within the jurisdiction of Chennai Courts only.

28. Submission of Bills, Payment and Fines / Damages, etc.

AGM (CP&DCM) and any other officer nominated by DGM (CP & DCM) will issue work orders for execution of works with specific time limit. If there is any delay in responding to the work order issued by the AGM (CP&DCM) or by the authorized officer, a penal deduction of 0.5 % for each day of delay will be made by the officers issuing the work order in the bill. If the delay in responding to the work order exceeds 15 days, a maximum of 5 % penal deduction will be made from the bill . If the delay is more than 30 days, the contract will be terminated with the forfeiture of security deposit (which includes encashment of Bank Guarantee for default), besides Blacklisting. The contractor on completion of the work as specified in the work order shall submit the bills in triplicate within 15 days. The bills should be in the printed format serially machine numbered with different colour for Original, duplicate and triplicate copies. The bills should be submitted to the SDE (CP&DCM) who will further process the bill for payment along with M Book. The bills will be paid only after financial concurrence by IFA and approved by DGM (CP & DCM). Payment 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.**

29. Rights of BSNL

BSNL Chennai Telephones reserves the right to approve more than one tenderer and also reserves the right to negotiate rates quoted by the L1 tenderer. In case of any unsatisfactory or any deficiency in execution of work, the BSNL reserves the right to cancel the contract and forfeit the Security Deposit.

BSNL reserves the right to cancel the contract for any operational reasons. BSNL reserves the right to reject and terminate the contract in case of poor quality of work. In such cases, BSNL will not entertain any claim for the work done which is of poor quality by the contractor.

30. 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.

Neither party shall appoint its serving employee as arbitrator.

- (3) 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.
- (4) 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.
- (5) 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.

31. Force Majeure

If at any time during the continuance of this contract their performance in whole or in part by either party or any obligation under this contract shall be prevented or delayed by reasons 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 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 the BSNL as to whether the work have been so resumed or not shall be final and conclusive, provided further that if the performance, in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days, either party may, at his option terminate the contract. Provided also that if the contract is terminated under this clause, the BSNL shall be at liberty to take over from the contractor at a price to be fixed by the 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 portion thereof as the BSNL may deem fit excepting such materials bought out components and stores as the contracts may with the concurrence of the BSNL elect to retain.

32. Termination for insolvency

BSNL may at any time terminate the contract by giving written notice to the contractor, without compensation to the 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 remedy which has accrued or will accrue thereafter to the BSNL.

33. Set off

A sum of money due and payable to the contractor (including Security Deposit refundable to him) under this contract may be appropriated by the BSNL and setoff the same against any claim of the

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 the BSNL .

34. Legal 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”.

35. 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.

36 GST Invoice and Compliances.

GST Invoice:

36.1 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.

36.2 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.

36.3 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.

36.4 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.

36.5. 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

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

36.7. 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.

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

36.9. 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.

36.10. 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.

36.11 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.

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

37.1 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.

37.2 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.

37.3 "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.

37.4 "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

37.5 The beneficial owner for the purpose of 37.4 above will be as under:

37.5.1. 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;

37.5.2. 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;

37.5.3. 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;

37.5.4. Where no natural person is identified under 37.5.1 or 37.5.2 or 37.5.3 above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

37.5.5. 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.

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

37.7 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.

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

37.9 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.

37.10 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

38. 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)

38.1 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.

38.2 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 38.2(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

38.3 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 38.2 (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 38.2(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.

38.4 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 qualify 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.

38.5 Exemption of small purchase: Notwithstanding anything contained in paragraph 38.2 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.

38.6 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.

38.7 Margin of purchase preference: The margin of purchase preference shall be 20%.

38.8.1 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.

38.8.2 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.

38.8.3 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.

38.8.4 Nodal/Ministry may constitute committees with internal and external experts for independent verification of self-declarations and auditor's/accountant's certificated on random basis and in the case of complaints.

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

38.8.6 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.

38.8.7. 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 below.

38.8.8 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.

38.9 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 Indian 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

**7(A) For the Bid Security/EMD Guarantee (to be typed on Rs. 100/- non-judicial stamp paper)
Sub: BID Security/ EMD Guarantee**

Whereas M/s _____ R/o _____
(Hereafter referred to as Bidder) has approached us for giving bank guarantee of Rs. _____ /-
(hereafter known as the "BG amount") valid up to _____ /20 (hereafter known as the "validity date") in
favor of CGM, CHTD (Hereafter referred to as BSNL) for participation in the tender for the supply
vide tender Enquiry No: _____ .
Now at the request of the Bidder, We _____ Bank _____ Branch _____
having _____ (address) and registered office address as _____ (hereinafter
called "the Bank") agree to give this guarantee as hereinafter contained.

2. We the Bank do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from BSNL stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the BSNL by reason of breach by the said bidder(s) of any of terms or conditions contained in the said Agreement or by reason of the bidder(s) failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where the decision of the BSNL in these counts shall be final and binding on the bank. However, our liability under this guarantee shall be restricted to an amount not exceeding the "BG amount".
3. We undertake to pay to the BSNL any money so demanded notwithstanding any dispute or disputes raised by the bidder(s) in any suit or proceeding before any court or tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the bidder(s) shall have no claim against us for making such payment.
4. We the Bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the BSNL under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till BSNL certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said bidder(S) and accordingly discharge this guarantee. Unless a demand or claim under this guarantee is made on us in writing or before the expiry of Validity date from the date hereof, we shall be discharged from all liability under this guarantee thereafter.
5. We the Bank further agree with the BSNL that the BSNL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said bidder(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the BSNL against the said bidder(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said bidder(s), or for any forbearance, act or omission on the part of the BSNL or any indulgence by the BSNL to the said bidder(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
6. Notwithstanding anything herein contained:
 - (a) The liability of the Bank under this guarantee is restricted to the "BG Amount" and it will remain in force up to its Validity date specified above.
 - (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 "Accounts Officer (Claims) COBA, BSNL, Chennai Telephones payable at Chennai.
- 8 The Bank Guarantee 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:-
Officer)

(Signature of the Bank

Rubber stamp of the bank
Authorised power of attorney Number
Name of the Bank officer
Designation
Complete postal address of Bank Telephone Number

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 there-under, 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 to BSNL or as regards the amount payable by the Bank under this guarantee. The Bank shall not be 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),COBA, 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) 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, heirs, 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 miscellaneous duct works like repairing and attending to defects in the Telecom. cable duct routes Manholes and Handholes including raising / lowering of Manholes and Handholes 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 and whereas no interest will be claimed on the security deposits.

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

- 1) The Contractor shall, during the period of this contract, that is to say from to Or completion of work for Rs. (In words) Whichever is earlier or until this Contract shall be determined by such notice as is hereinafter mentioned, safely carry out, by means of labourers employed at his own expenses and by means of tools, implements and equipment, etc. to be supplied by him to his labourer at his own expenses, all the miscellaneous duct works as described in tender documents (Annexed to the agreement), when BSNL or area GM/DGM/DE or any other persons authorized by BSNL Chennai Telephones in that behalf required. 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 the exigencies of service.
- 2) 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 expressions "The agreement" or "The contract" wherever herein used.
- 3) The contractor shall also supply the requisite number of workmen with means and materials as well as tools, appliances, machines, implements, vehicles for transportation, charge, etc. required for the proper execution of work within the time prescribed in the work orders.
- 4) The contractor hereby declares that no body connected with or in the employment of the BSNL is / shall ever be admitted as partner in the contract.
- 5) The contractor shall abide by the terms and conditions, rules, guidelines, construction practices, safety precautions, etc. stipulated in the tender document including any correspondence between the contractor and BSNL having bearing on execution of work and payments of work to be done under the contract.
- 6) Any dispute arising out of this contract under this agreement shall be within the legal jurisdiction of Chennai Courts only.

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

Above written:

TE.NO. DGM (CP&DCM) / DUCT WORKS TENDER / 2022-23/1 Dated 29-04-2022

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Signature of Bidder with Seal

Signed sealed and delivered by the
above named contractor in the presence
of

Witness:

1.

2.

Signed and 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. dated.....the 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 2022

Signature

Witness

Name

Signature.....

In the capacity of

Name

Duly authorized to sign the bid

For and on behalf of

Address

.....

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 Miscellaneous Duct Works in BSNL, Chennai Telephones.

Ref: E-Tender No.: DGM (CP&DCM) / DUCT WORKS TENDER / 2022-2023 / 01 dtd
29-04-2022

Dear Sir/Madam,

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

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 Miscellaneous Duct Works in Chennai Telephones

Sl. No.	Description of work	Unit	Approved Basic Rate
1	TAR Cutting up to 100mm Thick along the road	per Sq.meter	286.48
2	TAR Cutting from 100mm upto 300 mm Thick along the road	per Sq.meter	319.79
3	TAR Cutting beyond 300mm Thick along the road	per Sq.meter	319.79
4	Earth work Excavation in All kinds of Soil	per Cu.Meter	425.65
5	Breaking concrete pavement/structure	per Cu.Meter	425.65
6	Back filling with excavated earth including ramming and consolidating	per Cu.Meter	119.18
7	Disposal of surplus earth	per Cu.Meter	254.65
8	Chipping concrete, removing entry frame, Painting 2 coats with AC black & refixing etc.,		
a	for Man-Hole	Each	1729.75
b	For Hand hole (1.5mX0.6mX0.9m)	Each	674.56
9	Providing Centring & Shuttering	per Sq.meter	379.58
10	Laying and Jointing PVC Pipes (Excluding cost of PVC Pipes and Solvent Cement) (skilled)		
a	110 mm OD	per meter	8.83
b	50 mm OD	per meter	3.09
11	Laying Cement Concrete 1:2:4 (1- Cement, 2 Sand and 4 20mm jally)	per Cu.Meter	10907.75
12	Plastering with cement mortar(1:3) (1-Cement 3- Sand)	per sq.meter	339.88
13	Painting the entry frame and cover slab frames with two coats AC black paint including cost of paint, labour etc.		
a.	Manhole	Each	375.97
b.	Handhole	Each	133.43
14	Duct cleaning & rodding	per meter	10.36
15	Providing Nylon Rope 4mm Thick	per meter	9.60
16	Supply and fixing bellmouth PVC end cups		
a	Material 110 mm (with fixing cost)	Each	196.00
b	Material 50 mm (with fixing cost)	Each	140.00
17	Making hole in the man hole/ exchange wall, fixing poke out pipes and finishing and complete	Each	1273.81
18	Supplying cover slab for manhole -Material (Slab made of Concrete and iron) 1:1.5:3 (1- Cement,1.5 Sand and 3-20mm jally),6mm iron plate,Iron channel-150mmX75mmX6mm, Iron Rod- 2.5meter,Galvanising&welding Charges inclusive of labour & transportation as per diagram and spec attached.	Per slab	16500.00

Sl. No.	Description of work	UNIT	Approved Basic Rate
19	Sealing of duct pipe to prevent flow of water into cable chamber/manhole including cost of materials and labour	per pipe	304.55
20	Hiring JCB for Tar/concrete cutting at road crossings		
a	For Minimum 3 Hours	Min.3 Hrs.	4000.00
b	For Additional one Hour after 3 hours.	additional 1 Hr.	1200.00
21	Hiring of compressor for tar cutting	per day	3200.00
22	Removing the damaged portion of the duct pipe including tar cutting earth work		
a	Duct in sand	per meter	1598.96
b	duct in concrete	per meter	2125.29
23	Removing the accumulated mud and sand in Man-Hole	per cubic meter	925.33
24	Opening of manholes, bailing of water and identifying the pipes	per Manhole	1767.27
25	Replacing the worn-out cover slab with the new one (including transportaion of new one from the Store yard and returning the old one from the site to the Store yard & Handling charges and excluding the slab rate)	per slab	1162.43
26	Supply of outer frame for manholes/handholes (including materials,labour & transportation)- Material- iron plate of size 150mmX150mmX6mm ,MS angle of size 1160mmX1160mm, Galvanising,welding&Painting Charges as per attached diagraph and spec.		
a	Manhole	Each	14500.00
b	Handhole	Each	8900.00

ANNEXURE - A

DEED OF INDEMNITY

This **DEED OF INDEMNITY** is executed on this the,
by

1. <<**Name of the Bidder**>>, a company/ firm registered under the (Applicable acts, as the case may be) (hereinafter referred to as the **Bidder**) and having its registered office at <<Address of the Bidder>> acting through << Authorized Signatory>> is hereinafter, for the purposes of this Deed of Indemnity.

TO AND IN FAVOUR OF

Bharat Sanchar Nigam Limited, through the.....BSNL
..... Office (hereinafter referred to as the **Purchaser** which expression shall unless repugnant to the context or meaning thereof mean and be deemed to include its authorized representatives and permitted assigns) **on the Other Part.**

WHEREAS

- (a) The Purchaser had invited bids *vide* their Tender Enquiry No.....(hereinafter referred to as 'Tender') for the purpose of.....
.....
- (b) The Bidder had submitted its bid/ proposal dated__(hereinafter referred to as the 'Bid') for the provision of such services in accordance with its proposal as set out in its Bid and in accordance with the terms and conditions of the Tender.
- (c) The Bidder has in order to comply with the terms of the Tender agreed to execute the Deed of Indemnity on such terms and conditions more fully mentioned below.

NOW THIS DEED OF INDEMNITY WITNESSETH AS FOLLOWS:

1. The Bidder shall, in consideration of the Purchaser making payment under and in accordance with the Tender Document, hereby agrees to indemnify the Purchaser against any costs, loss, damages and claims from third parties or liabilities suffered by the Purchaser and directly arising out of the following reasons:
 - a. Any illegal or unauthorized use or in connection with any claim or proceedings relating to any breach or violation of any permission/license terms by the Bidder or any of its sub-contractor in the process of fulfillment of required obligations during contract period.
 - b. The Bidder shall protect, defend, indemnify and hold harmless to BSNL and its employees from and against any and all liabilities, damages, fines, penalties and cost (including legal costs and disbursements) arising from:
 - I. Any breach of any statute, regulation, direction, orders or standards from any Governmental body, Agency or regulator issued with respect to the

- product /services being supplied/provided under this Tender.
- II. Any claim made by third parties arising out of the use of the services of BSNL being provided using the equipment/services supplied under the Tender to the extent these are attributable solely to the poor quality or non-compliance of the products/services to the respective specifications.
 - III. Any claims arising from other utility / service providers in connection with interruptions or degradation of their services due to services provided by bidder under this Tender.
2. The bidder also declares that in case bidder is blacklisted by GST Authorities in future & which results in loss of Input Tax Credit (ITC) to BSNL, then BSNL shall have right to recover any such loss of ITC arising on account of such black-listing.
 3. This Deed of Indemnity shall stand terminated on expiry of or early termination of the contract period as envisaged in the above said Tender requirement.
 4. The Deed of Indemnity shall constitute the entire indemnity provided by the Bidder for the indemnities asked in said Tender.
 5. This Deed of Indemnity shall be governed by and construed in accordance with Indian law.

**(Authorized
Signatory)Date:**

Place:

<< Name of the Bidder>>

Witness 1:

Witness 2:

ANNEXURE - B

SPECIMEN FORM OF **SOLVENCY CERTIFICATE** FROM THE SCHEDULED BANK

This is to certify that to the best of our knowledge that Shri/M/s. _____ **

_____ *** _____ a

Customer of our bank is/are respectable and his/their financial soundness be treated as good for any

Contract/engagement upto a limit of Rs. _____

(Rs. _____)

This certificate is issued without any guarantee or responsibility on the part of bank or any of its Officers.

Manager of the Bank

** Here name of the sole proprietor in case of a sole proprietorship is concerned or a name or partners in case of partnership is concerned as per Bank's record, should be indicated.

*** Here indicate the address of the customer as per Bank record.

Note: This certificate may be issued on the letter head of the bank and addressed to DGM (CP & DCM), BSNL, Chennai Telephones in a Sealed Envelope.

SECTION-10



VENDOR MASTER FORM

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

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

Title*

Mr.	Ms.	M/s	Dr.
-----	-----	-----	-----

:

Name*

--

:

Address *

--

--

--

:

--

Town/District*

--

--

City*

:

--

:

--

State*

:

--

Country*

--

Postal/Pin code*

:

Contact Details:

	Fax No. :	
--	-----------	--

Telephone Number :

--

Email_id :

(Mandatory for E-Tendering)

--

Mobile No.

--

Name of Contact Person :

