



**BHARAT SANCHAR NIGAM LIMITED**  
(A Government of India Enterprise)

**CHENNAI TELEPHONES**  
(www.chennai.bsnl.co.in)

**BID DOCUMENTS**  
**2022-2023**

**E-Tender Document for attending OF Cable Faults in Conventional/DUCT/Over Head routes and connected works like Trenching, Laying of PLB Pipes, Optical Fibre cable pulling, O/H Laying of OF Cables in TXM areas of DE TXM Peripheral –I & II [Chengalpattu, Maduranthakam, Maraimalai Nagar, Kelambakkam, Kancheepuram and Sriperumbudur] of BSNL, Chennai Telephones from the experienced contractors for the year 2022-2023.**

**E-Tender No: DE TXM/P1&P2/OFC MTCE TENDER/2022-2023/01 DATED 29.10.2022**  
**(Digitally signed E-tender document is invited)**

**Date of opening E-Tender through Online : at 14.00hrs of 22.11.2022**

**Last Date for Submission of Bid through Online: at 14.00hrs of 21.11.2022**

**E-Tender Portal : <https://etenders.gov.in/eprocure/app>**

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Name and Address of Tenderer

M/s.....  
.....  
.....

Cost of Tender document Rs.2360/- (inclusive of GST)

D.D. No. \_\_\_\_\_ dated \_\_\_\_\_

Name of the Bank: \_\_\_\_\_

Branch:

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**SECTION – 1**  
**Part A**  
**BHARAT SANCHAR NIGAM LIMITED**  
Chennai Telephones

**DETAILED NOTICE INVITING TENDER**

**E-Tender No: DE TXM/P1&P2/OFC MTCE TENDER/2022-2023/01 DATED 29.10.2022**

Digitally sealed tenders are invited through E-Tendering process for and on behalf of BSNL, Chennai Telephones, GM Transmission Maintenance from the eligible contractors for the following works for the period of one year from the date of signing of agreement.

In this e-tendering process, no tender document shall be physically available for sale. The document can be obtained by downloading the same from the portal <https://etenders.gov.in/eprocure/app>. Interested bidders shall have to participate in this e-tendering process by registering themselves in the online portal <https://etenders.gov.in/eprocure/app>.

Available Period of E-Tender Document for downloading	Cost of Tender document (non refundable) in Rs.	Due date for Submission of the Bids Online Only	Due date for Opening of Technical Bid
From 09.00 hrs 30.10.2022 to 14.00 hrs 21.11.2022	Rs.2360/- (Inclusive of GST)	Until 14.00 hrs of 21.11.2022	At 14.00 hrs of 22.11.2022

1. **Name of work:** For attending OF Cable Faults in Conventional/DUCT/HDD/Over Head routes and connected works like Trenching, Laying of PLB Pipes, Optical Fibre cable pulling, O/H Laying of OF Cables in TXM areas of DE TXM Peripheral –I & II [Chengalpattu, Maduranthakam, Maraimalai Nagar, Kelambakkam, Kancheepuram and Sriperumbudur] of BSNL, Chennai Telephones for a period of one year.

**2. Specification of area:**

The contractor should apply for the work in all TXM areas of DE TXM Peripheral –I & II [Chengalpattu, Maduranthakam, Maraimalai Nagar, Kelambakkam, Kancheepuram and Sriperumbudur].

### 3. Area of Contract and eligible contractors:

- 3.1** Contractors, having office @ Chennai, having experience in Telecom Optical Fibre cable laying, OF cable fault attending work and allied activities for any Two Years in BSNL or in any OF network of other telecom provider.
- 3.2** Audited Certificate for Annual financial turnover during the last 3 Financial years, ending 31st March of the previous financial year, and the average turnover should be at least 30% of the annual estimated cost of Rs. 1,36,00,000/- i.e., Rs. 40,80,000 (i.e. 30% of the annual estimated cost of the tender).
- 3.3** Not been blacklisted or debarred in BSNL / MTNL or DOT / Govt. / PSU / GST/ Other Govt. Dept.,

Jurisdiction	OFC route length in RKM	Estimated cost of works	EMD 2.5%
Areas under TXM of DE TXM Peripheral –I & II [Chengalpattu, Maduranthakam, Maraimalai Nagar, Kelambakkam, Kancheepuram and Sriperumbudur]	2200 KMs approx.	Rs. 1,36,00,000/- (Rupees One crore Thirty Six lakhs Only)	<b>Rs. 3,40,000/-</b>

### 4. Period of Contract:

1. The contract shall remain in force for a period of One year from the date on which agreement is entered into. The rates finalized shall remain firm and valid during contract.
2. The contract can be extended up to One year (in a span of six months twice) at the mutual consent of BSNL and vendors on same rates and conditions.

### 5. Validity of Bid: 180 days from the date of tender opening.

### 6. Purchase of Tender Documents:

- 6.1** Tender document can be obtained by downloading it from the website [www.chennai.bsnl.co.in](http://www.chennai.bsnl.co.in) following “Link for Tenders by Chennai Telephones”. The tender document for participating in E-Tender shall be available for downloading during the period and from the website <https://etenders.gov.in/eprocure/app> only.
- 6.2** Bidders must register on the e-tender portal, if not registered earlier, follow all the instructions for participating in the bidding of the tender.
- The bidders cannot participate in the tender without downloading official copy of the Tender document.
  - The Tender Document shall not be available for download after its submission/Closing date.
- 6.3** Bidders downloading the tender document are required to submit the tender document fee amount through DD/Bankers Cheque (non refundable) for an amount of Rs. 2360/- (inclusive of GST) along with tender Bid, failing which the tender/bid shall be liable to be left unopened /or rejected. The DD/Bankers Cheque shall be drawn from any Nationalized /Scheduled Bank in favor of “**BSNL, Chennai Telephones**”, payable at Chennai. Hence the bidder is directed to enter the same DD details for the cost of tender document

Rs.2360/-(Inclusive of GST) wherever needed.

Amendments if any to the tender document will be notified in the above website as and when downloaded the tender document to note these amendments and submit tenders accordingly.

**7. Availability of the Tender document:**

The Tender document shall be available on the website for downloading during the period mentioned at DNIT.

**7.1 Physical copy of the Tender document would not be available for sale.**

**8. EMD (EARNEST MONEY DEPOSIT) :** EMD for an amount of **Rs. 3,40,000/- (Rupees Three lakhs Forty thousand only) 2.5% of tender cost** in the form of DD/BG/Bankers Cheque drawn from any Nationalized /Scheduled Bank in favor of “BSNL, Chennai Telephones”, payable at Chennai or Bank guarantee issued by a Scheduled Bank with a validity period of 210 days as per format given in Section8/Proforma-5 on prescribed Judicial paper with stamps of proper value.

**9. Date and time of Submission of Tender Bid:**

Date & Time of submission of Tender bids online on or before 21.11.2022 up to 14.00 hrs.

Envelope containing offline document should be submitted on or before 13.30 hrs on 22.11.2022

Date and time of opening of Tender: 22.11.2022 at 14.00 hrs.

***Note: In case the date of submission (opening) of bid is declared to be a holiday, the date of submission of bid will get shift 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 the bidders respectively.***

10 Late and delayed tenders shall not be considered.

**11. Place of Opening of Tender Bids:**

BSNL has adopted E-tendering process which offers a unique facility for public Online Tender Opening Event (TOE) BSNL tender Opening Officers as well as authorized representatives of bidders can attend the public Online Tender Opening Event from the comfort of their offices. However, if required, authorized representatives of bidders can attend the TOE at the BSNL O/o DGM TXM (SOUTH), II floor ,NSC Bose Road, Flower Bazaar Telephone Exchange, Chennai – 600 001 where BSNL Tender Opening Officers would conduct Public Tender opening Event (TOE).

12. Incomplete, ambiguous, conditional, illegible documents in tender bids are liable for rejection.

13. GM TXM, BSNL, Chennai Telephones reserves the right to accept or reject any or all tender bids without assigning any reason. BSNL is not bound to accept the lowest tender.

14. The bidder shall ensure that no addition/deletion/corrections have been made in the downloaded tender document being submitted and it is identical to the tender document appearing on E-tender Portal <https://etenders.gov.in/eprocure/app>

15. In case any correction/addition/alteration/omission in the tender document and found at a later date also, the tender bid shall be treated as non-responsive and shall be rejected summarily.

16. For further instructions regarding submission of bids online the bidder shall visit the home page of Portal <https://etenders.gov.in/eprocure/app>

17. **Financial bid is to be submitted in the e-format in e-tendering mode only.** In case of physical submission of financial bid, the tender will be summarily rejected during opening of the tender.

18. The cost of the tender document is neither refundable nor transferable. This office/BSNL is not responsible for any postal delay. The bidders are requested to go through the tender documents carefully, before uploading the bids. The details for E-tender processing may be followed as per the E-tender instructions given.

19. For further information, regarding the tender, can be had from the officer calling the tender or from our website or from this office on any working day between 10:00 hrs and 16:00 hrs till the closing time of the tender.

**Note:** All documents submitted in the bid offer should preferably in English. In case the certificate viz. Experience, Registration etc., is issued in any language other than English, the bidder shall attach an English translation of the same duly attested by the bidder and the translator to be true copy in addition to the relevant certificate.

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

Tender will not be accepted / received after expiry date and time. BSNL CHENNAI TELEPHONES reserves the right to reject any or all tenders without assigning any reason whatsoever.

DE/TXM/Peripheral –I  
O/o DE TXM Peripheral –I,  
BSNL Telephone Exchange,  
MES Road, East Tambaram,  
Chennai - 600059.

## SECTION – 1

### Part B

#### TENDER NOTICE

**E-Tender No: DE TXM/P1&P2/OFC MTCE TENDER/2022-2023/01 DATED 29.10.2022**

E-Tender for attending OF Cable Faults in Conventional/DUCT/HDD/Over Head routes and connected works like Trenching, Laying of PLB Pipes, Optical Fibre cable pulling, O/H Laying of OF Cables in TXM areas of DE TXM Peripheral –I & II [Chengalpattu, Maduranthakam, Maraimalai Nagar, Kelambakkam, Kancheepuram and Sriperumbudur] of BSNL, Chennai Telephones for a period of one year and also for extension period if any.

E-TENDERS are invited for the works relating to maintenance of OPTICAL FIBRE (Herein called as OF) Cables in Conventional/DUCT/HDD/Over Head routes such as attending and clearing the faults by trenching, overhead laying of OF Cable for temporary restoration of system to avoid isolation /possible isolation in exceptional / emergency cases, which may occur anywhere in the optical Fibre Cable Conventional/ Duct/HDD/Over Head Routes pertaining to Transmission Maintenance, BSNL, in DE TXM Peripheral –I & II [Chengalpattu, Maduranthakam, Maraimalai Nagar, Kelambakkam, Kancheepuram and Sriperumbudur] areas of Chennai Telephones, detailed patrolling over the routes, Wherever activities of other External Underground Agencies are involved, within the boundaries of DE TXM Peripheral –I & II [Chengalpattu, Maduranthakam, Maraimalai Nagar, Kelambakkam, Kancheepuram and Sriperumbudur] areas of Chennai Telephones.

**During the Tender period, any division /any jurisdiction can be added or subtracted.**

It is expected that approximately 11100 Meters of Trenching, PLB Pipe laying, optical fibre cable pulling, approximately 4000 nos of pits of Excavating for fault tracing up to a depth 2 meters, width 0.5 metre, length 1 m ,back filling, compacting and removing excess earth from site., approximately 150 nos Digging of pit for jointing chamber, supply and fixing of precast RCC chamber with clean quarry dust, placing of Pre-cast RCC slabs on RCC chamber and back filling of jointing pit., approximately 150 nos opening manhole covers, picking up OFC coils/splicing kits and closing the manhole after splicing is completed, including the supply of clamps and fixing kits to the inner wall of the man hole, approximately 50 nos of 2F/4F splicing, approximately 400 nos of 6F/12F cable splicing , approximately 800 nos of 24F cable splicing, approximately 100 nos of 48F single fiber cable splicing and approximately 4500 meters of O/H laying of OF cable over erected / existing support and associated works for the purpose of attending OFC Route Faults as corrective measures and about 4000 Man-days of detailed patrolling over the OFC routes as preventive measures is required to be executed for one year in TXM Divisions within the boundaries under TXM areas of DE TXM Peripheral –I & II [Chengalpattu, Maduranthakam, Maraimalai Nagar, Kelambakkam, Kancheepuram and Sriperumbudur] areas of Chennai Telephones.

However, this is a tentative figure and the actual quantum of works may vary according to



practical considerations and requirements.

Only those tenderers who have

- (i) Audited Certificate for Annual financial turnover during the last 3 Financial years, ending 31st March of the previous financial year, and the average turnover should be at least 30% of the annual estimated cost of Rs. 1,36,00,000/- i.e., Rs. 40,80,000 (i.e. 30% of the annual estimated cost of the tender).

**or**

Scanned copy of solvency certificate from the banker of the tenderer : for work costing upto 20 lakhs –solvency certificate should be of Rs. 5 lakhs. For works costing more than 20 lakhs – solvency certificate should be of Rs.10 lakhs. The solvency certificate shall not be older than 3 months from the date of issuing of NIT.

and

- (ii) Contractors, having office @ Chennai, having experience in Telecom Optical Fibre cable laying, OF cable fault attending work and allied activities for any 2 years in BSNL or in any OF network of other telecom provider. (Documentary proof for Experiences is to be furnished to the Tender Issuing Authority) are eligible.

## SECTION – 2

### TENDER INFORMATION

1. **Type of Tender:** Single Stage Bidding. There are two Stages Opening using two Electronic Envelopes.

Note: The Eligibility-cum Technical Bid will be opened in the presence of the representatives of the Bidders at the time and date mentioned in Section-1, of DNIT. Financial Bids of technically and commercially qualified and eligible Bidders shall be opened at a later date.

2. **Bid Validity Period: 180 days from the tender opening date.** A Bid valid for a shorter period shall be rejected by the BSNL as non-responsive.
3. **List of Documents required:**

As the Tender is invited under two envelopes system, the first envelope will be named as **Technical Bid** envelope and will contain documents of bidders satisfying the eligibility/Technical & commercial conditions. The 2<sup>nd</sup> envelope will be named as **Financial/Price Bid envelope** containing financial quote. These Electronic envelopes shall contain one set of the following documents.

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

The entire bid-submission would be online on the portal of <https://etenders.gov.in/eprocure/app>.

Broad outline of submissions are as follows:

#### **A. Technical Bid envelope (Electronic On-line)**

##### **i. Submission of Mandatory documents (online submission) :**

- (a) Scanned copy of EMD in form of DD/BG (if Applicable).
- (b) Signed copy of **Tender Document each and every page** (118 pages), Corrigendum and Addendums.  
(Note : Downloaded Tender document should be signed and uploaded)
- (c) Scanned copy of **MSME Certificate**.

(Note: The MSME bidders are exempted from payment of Tender fee, EMD)

A proof regarding valid registration with body specified by Ministry of micro, small & medium Enterprises for the tendered items will have to be attached along with bid.

**“Micro and Small Enterprise (MSE) bidders should submit their valid Udyam Registration Certificate indicating URN (Udyam Registration Number) issued from MSME in order to avail the benefits available to MSEs as contained in Public Procurement Policy for MSEs. URN certificate should broadly cover the Equipment /services offered in tender.”**

If a vender registered with body specified by Ministry of Micro, small & Medium Enterprise claiming concession benefits is awarded work by BSNL and subsequently fails to obey any of the contractual obligations, he will be debarred from any further

work/contract by BSNL for one year from the date of issue of such order.

(d) Scanned copy of DD/Banker's Cheque –**Tender document fee**.(If Applicable)

(e) The copy of the **2 Years experience certificate** duly attested by a Gazetted Officer or any officer of BSNL not below the rank of DE/CAO, from Contractors, having office @ Chennai, having experience in Telecom Optical Fibre cable laying, OF cable fault attending work and allied activities for any 2 years in BSNL or in any OF network of other telecom provider.

**ii. Submission of Eligibility documents:**

- (a) Scanned copy of EMD in form of DD/BG (if Applicable)..
- (b) Scanned copy of Tender Document Fee (If Applicable)
- (c) Scanned copy of the Registration in the case of proprietorship concern, Scanned copy of certificate of incorporation, Articles of Association and Memorandum of Association in the case of Company. Authenticated copy of Partnership Deed in case of Partnership Firm.
- (d) Duly filled and signed in Bid form, as per Section 8 Proforma 12.
- (e) Duly signed “**UNDERTAKING & DECLARATION**(Section 8 Proforma 1).
- (f) Address of Bidder's Office within Chennai with proof.
- (g) Duly filled and signed in Tenderer's profile, as per Section 8 Proforma 11 of the Tender Document.
- (h) Scanned copy of Original “**Power of Attorney**”(Registered) in case a person other than the Tenderer has signed the Tender Document.
- (i) In case of partnership firm, A Declaration duly signed by all the partners nominating one of the partners to participate and execute the tender.
- (j) In case of Company, A copy of the Board resolution form for nominating a single person who can participate and execute the Tender.
- (k) Duly filled in “No near relative certificate” (Section 8 Proforma 2) from all partners.
- (l) Duly filled in – “Declaration regarding not blacklisting/not debarring from taking part in Govt. Tender by any BSNL unit/GST/PSUs” (Section 8 Proforma 4).
- (m) Scanned copy of Goods and Services Tax registration certificate
- (n) Scanned copy EPF Registration Certificate.
- (o) Scanned copy ESI Registration Certificate.
- (p) Certificate of Minimum Wages as per Section 8-Proforma 10
- (q) Undertaking form for labour license Section 8 – Proforma 13.
- (r) Scanned copy of ITR of last 3 Financial years. (2019-20,2020-2021,2021-2022)
- (s) Scanned copy of PAN Card.
- (t) Certificate for Annual financial turnover during the last 3 Financial years, (2019-20,2020-2021,2021-2022) and the average turnover should be at least 30% of the annual estimated cost of Rs. 1,36,00,000/- i.e., Rs. 40,80,000 (i.e. 30% of the annual estimated cost of the tender).

**Or**

Scanned copy of solvency certificate from the banker of the tenderer : for work costing upto 20 lakhs –solvency certificate should be of Rs. 5 lakhs. For works costing more than 20 lakhs – solvency certificate should be of Rs.10 lakhs. The solvency certificate shall not be older than 3 months from the date of issuing of NIT.

**B. Financial Bid (Price Bid) as per the format in Section 7 Part B (on-line submission).**

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

**C. Offline Submissions (physical documents submission) :**

The bidder is requested to submit the following documents one set of

- (i) Tender Document Fee in the form of DD/Bankers Cheque (If Applicable)
- (ii) Original EMD in form of DD/BG (if Applicable).
- (iii) Copy of MSME registration certificate if the bidder is claiming concession for Bid cost and EMD.
- (iv) Original Power of Attorney in accordance with Clause No. 13.3 of Section 4 Part A for authorization for executing the Tender, if required.

in separate cover to DROP BOX at O/o. **DGM TXM (SOUTH) , II FLOOR , Flower Bazaar Telephone Exchange, No.1, NSC Bose Road, Chennai - 600 001** on or before the date & time of submission of bids specified in covering letter, in a Sealed Envelope. The physical envelope shall bear (Name of the Work), the tender number and the words 'DO NOT OPEN BEFORE' (due date & time) .

Note: At the time of opening the Technical Bids, initially offline submitted envelopes will be opened. The Online Tender Opening Event consisting of Technical Bids will be opened, only for those Bidders who have submitted the required applicable offline submissions as per above clause 3 (C) in a sealed envelope bearing tender no, name of item and the phrase ("**DO NOT OPEN BEFORE DUE DATE AND TIME OF OPENING OF TENDER**").**The Bidder has to upload the Scanned copy of all above said original documents as Bid-Annexure during Online Bid-Submission.** Finalization of E-Tender will be based on the documents submitted both offline and online.

**4. Payment Terms :**

**Procedure for preparation, processing and payment of bills:**

Whenever fault occurs, the concerned BSNL Unit will inform the contractor by SMS or over phone or by email about the location and the details of the fault. Work order for the faults intimated and attended by the contractor during a particular month will be issued for the Sub-Division concerned by the Divisional Engineer on or before 3<sup>rd</sup> day of the following month enclosing an annexure giving details of the measurements and items of the work pertaining to each of the faults carried out by the contractor as measured.

- (a) The contractor will submit one single consolidated bill per SDE/JTO Unit for all the fault attending & restoration work undertaken by him on or before 5<sup>th</sup> day of the following month. Monthly bill should be submitted in the following month for the work carried out in the preceding month.
- (b) The Contractor shall prepare the bills in triplicate with correct schedule of rates, quantum of work, Goods and Services Tax as applicable along with the Goods and Services Tax registration number after Acceptance Testing (wherever applicable) and submit the bills to SDE/JTO In-charge of work.
- (c) The bills must be as per measurements recorded in the measurement book (wherever applicable) and of all the items involved in the work along with documents including attested copies of GST, EPF & ESI remittance with due validity and submit them to the

Sub Divisional Engineers/Junior Telecom officer, In-charge within 5 days of the following month.

- (d) While submitting the monthly/development bills to the Authority, the Contractor shall also render documentary evidence each month from Bank such as Transaction numbers of NEFT/RTGS/ECS etc., of receipt of Monthly payment of Minimum Wages to the deployed work force. The agency shall furnish the names, contact telephone numbers /mobile numbers and address of deployed work force. An undertaking of the deposits of Provident Fund / ESI /Bonus contributions to the deployed workforce made by the Contractor in respect of the workforce under consideration for payment of wages are to be submitted.
- (e) The Basic Rates/Standard Scheduled Rates are inclusive of Bonus component. The Contractor shall duly comply with all Acts, Laws including Minimum Wages Notification, Payment of Bonus Act 1965, Contract Labour (Regulation and Abolition) Act, 1970 or other statutory rules, regulations, bye-laws as applicable or which might be applicable from time to time.

The SDE/JTO in-charge of work shall scrutinize the bill against the works entrusted and after assessment, accord necessary certificates stating that work has been executed satisfactorily in accordance with specifications and terms and conditions of the contract. The SDE/JTO shall verify the quantities of items of work with reference to measurements recorded in the measurement book (and also A/T reports, if applicable, in case of any deviations noted by A/T officer). The SDE/JTO in-charge of work shall submit the bills, along with requisite documents, to the Assistant General Manager/Divisional Engineer, in-charge of the work.

## 5. ISSUE OF WORK ORDERS AND TIME LIMIT

**Separate work orders will be issued for (i) Maintenance, and Tracing of OF Cable Fault, (ii) Rehabilitation / Up gradation, and (iii) OF Cable laying works.** The work order shall be issued so as to include all terms of works of OF Cable laying, Rehabilitation and OF Cable Maintenance including attending OF Cable Faults of the divisions and associated works on “turn key” basis under the instructions from GM/DGMs Transmission. The quantities are subjected to change / variation without any notice subject to availability of required materials and funds. The up-gradation/rehabilitation work will be to ensure that the network becomes rehabilitated and the network gets upgraded completely against the work order. This makes it possible for ensuring end-to-end testing of each fibre in OF cable. The contractor shall organize the work in such a way so as to deliver *meaningful output* of requisite quality within shortest possible time. If there is a trench common to number of UG OF cable works, which are to be given in different work orders, the common trench may be given in one work order and in other work orders only for laying/pulling of OF cables in that common trench and other works shall be mentioned.

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

- (i) **In the case of attending to OF cable fault work and maintenance, Rehabilitation / Up-gradation and OF Cable laying/pulling works, the following shall apply:**
  - (a) Whenever fault occurs, the concerned BSNL unit shall inform the contractor by SMS or over phone or by email about the location and the details of the fault. **The contractor should respond to the calls immediately for attending to OF cable fault work & maintenance and commence the restoration work:(i) within 2 hours during 6. A.M. to 8 P.M. and (ii) within 5 hrs during 8 P.M. to 6 A.M.**

The nature of work covered by this tender includes excavating and reinstating pits on various kinds of Soils and surfaces covering all types of cables. No tools will be supplied by the BSNL for excavation of pits and reinstatement.

- (b) The contractor shall deploy appropriate work force as categorized below for various activities which is based on the nature of work being executed for digging pits and trenches and for OF cable splicing and other allied work.
- (c) For carried over work or prolonged work, necessary arrangement for watchman and security should be arranged by the contractor whenever required. Necessary arrangements by the contractor without any additional payment for watch and ward in case OF faults are carried over, as the work & its payment is based on item wise.
- (ii) 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".
- (iii) This award of work contract does not confer any right to appointment in BSNL.
- (iv) 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.
- (v) The contractor should ensure that all workmen involved should be covered by appropriate insurance scheme. In case any workman supplied by the contractor suffers injury/damage or meets with an accident during the discharge of duty the entire cost of compensation should be borne by the contractor and BSNL Chennai Telephones will stand indemnified against any claims/damage/Compensation. The sole responsibility for any legal or financial implication against such claims would vest with the contractor only. BSNL shall have no liability whatsoever.
- (vi) Debarring Conditions (leads to termination of contract):-
  - (a) The near relatives of BSNL employees either directly recruited or on deputation are prohibited from participation in this tender. (Certificate to be given). (Section 8 Proforma 2)
  - (b) The contractor shall not engage any person below 18 years of age and above 58 years of age.
  - (c) For any violation of Labour Laws.
- (vii) If due to any reason, partial work order is to be issued then the same shall be issued with the approval of an officer not below the rank of Addl.GM/DGM.
- (viii) BSNL reserves the right to cancel or modify the scope of work stipulated to be carried out against the work order in the event of change of plan necessitated on account of technical reasons or in the opinion of work order issuing authority or Area PGM/Sr.GM/GM/Addl.GM/DGM, that the contractor is not executing the work at the required place.

## **6. Locations/Area of contract**

For attending OF Cable Faults in Conventional/DUCT/HDD/Over Head routes and connected works like Trenching, Laying of PLB Pipes, Optical Fibre cable pulling, O/H Laying of OF Cables in TXM areas of DE TXM Peripheral –I & II [Chengalpattu, Maduranthakam, Maraimalai Nagar, Kelambakkam, Kancheepuram and Sriperumbudur] of BSNL, Chennai Telephones for a period of one year.

**SECTION – 3**  
**Part A and B**

**SCOPE OF WORK, TECHNICAL SPECIFICATIONS/REQUIREMENTS AND JURISDICTION OF CONTRACT**

**CONSTRUCTION SPECIFICATION AND JOB SPECIFICATION**

**SCOPE OF WORK**

PLB Pipes, GI pipes, Optical Fibre Cables and Tubular posts will be supplied by BSNL, Chennai Telephones from its store yard. The Contractor shall make arrangements to transport the materials to the work spot, create a temporary store yard dump and ensure their safe custody. The contractor should settle the stores after the completion of the work for which the stores are intended to. The Principal shall provide no assistance in the form of Transportation or in any other means. The contractor shall be responsible for transporting the materials, to be supplied by BSNL or otherwise to execute the work under the contract, to the site at his/their own cost. The costs of transportation are subsumed in the standard Schedule Rates and therefore no separate charges are payable on this account.

**Transportation of Materials**

The materials required for executing the work entrusted to the contractors against a work order shall be made available at TX Stores, Thiru-vi-ka Industrial Estate, Guindy, Chennai and TX Stores, BSNL Quarters Complex Annanagar. In some cases the materials may be available at Divisional/Sub-divisional store godown.

**VALUE OF WORK:**

The estimated cost of work is as mentioned in the Notice Inviting Tenders which has been worked out based on standard scheduled rates mentioned in this tender document. The actual value of work may vary based on the actual requirement but generally being limited to +25% or – 25% of the indicated value.

**1. Trenching and Reinstatement**

- 1.1** In city/town limits as well as in built up area, the Contractor shall resort to use of manual labour only to ensure that damage is not caused to pipes and structures of various other utility services like Telephone, Electricity, Sewer and Water supply etc. No mechanical excavation should be done. However for road crossings or initial breaking of asphalt/RCC/CC riding surface of roads compressors may be used.
- 1.2** The contractor will be required to excavate trial pits, approximately 45 cms top 30 cm bottom wide and 165 cm deep at suitable intervals along the proposed/faulty cable route to ascertain the location of the existing underground pipes, cables, etc. There shall not be any claim for excavation and closure of such pits.
- 1.3** Excavating pits for fault tracing, backfilling, compacting and removing excess earth from the site is included in the work. Excavation of trench includes cutting of tree roots, removal of other obstructions like boulders, removal of bushes, removal of construction materials, wetting the trench with water etc. for which no additional payment will be

made. The depth of trench shall be 165 cm in all types of road/soil conditions. Normally a trench of 45 cm wide at top and 30 cm wide at bottom may be appropriate for a single pipe or two pipes. If there are more pipes are to be laid in the same trench, the depth of the trench shall have to be increased proportionately so that the depth of the trench from the top layer of the PLB pipes is still kept at 165 cm and the rate payable would be 1.2 times the trenching charges payable for a single pipe/two pipes. If the specified depth could not be achieved and where the Principal permits the relaxation, pro rata charges for the depth achieved shall be paid to the Contractor. If more depth is involved the rates will be as follows:

<b>Depth between</b>	<b>Addition in rate</b>
>165 cms to <=180 cms	5 % of approved rates
>180 cms to <=200 cms	12.5 of approved rates
Above 200 cms	25 % of approved rates

- 1.4** There shall be only two classifications under the charges for trenching and subsequent reinstatement.
- a. Trenching in footpath with or without concrete slabs / kutchra surface / metal surface/bituminized pavement etc. and trenching below the Asphalted / RCC/CC surface of Major roads (in short in all types of roads and soils) subsequent refilling and consolidation to the original condition.
  - b. Breaking of initial layers of Asphalt / RCC/CC riding surface of Major roads either manually or with compressors etc. and providing traffic barricades. This rate is applicable only when it is required to trench across or inside riding surface of Asphalted or concreted major roads. These charges shall be over the charges for trenching as per item (a) above.
- 1.5** The Contractor shall be responsible for all necessary arrangements to remove or pump out water in the trench. No additional charges shall be paid for this work.
- 1.6** The contractor should provide sufficient width of the trench at all such places where it is likely to cave in due to soil conditions. No additional charges shall be paid for this work.
- 1.7** The back filling operation would be commenced as soon as PLB pipe is laid. Unless otherwise it is insisted by Local Authorities and decided and / or justified by the Principal, back filling of the excavated trench for reinstatement, will be done by filling with excavated earth only.
- The excavated earth, used for backfilling should be free of stones, rubbish etc. and shall be filled in the trench, for 20 cm above the PLB pipe and the protective RCC materials should be placed over the route. Thereafter further back filling operation up to top of the trench shall be taken up. It will be the responsibility of the Contractor to guard the open trenches to prevent theft of excavated earth or other underground installations till such time the trenches are reinstated. No charges towards the loss of excavated earth due to theft or other reasons shall be entertained.
- 1.8** The finished back fill must be sufficiently leveled. After back filling the original ground conditions should be restored.
- 1.9** Proper watering, ramming and consolidation of the filled up soil to make the filled up



earth as hard as possible, is required so that the soil should not sink further causing void at the top of the trench. The decision of the Divisional Engineer as to the satisfaction of proper reinstatement of earth is final.

- 1.10** This work is considered to be part of trenching. Hence there shall not be separate quote against this work.
- 1.11** The quote against this item shall include necessary labour, supervisor, machinery and supervision and all precautionary measures, traffic signs etc.
- 1.12** As part of trenching and fault tracing during OFC fault attending JCB Machinery can be used on hourly/day basis for rectification of faults.
- 1.13** As part of trenching and fault tracing during OFC fault attending Air Compressor with Jack Hammer on need basis.
- 1.14** As part of OF Cable fault attending during trenching and fault tracing, contractor can use JCB / Air compressor with Jack Hammer machineries wherever directed to do so.

## **2. PLB PIPE LAYING**

- 2.1** The work involves laying of PLB (Pre lubricated pipe) over the excavated trench, where faults are being attended to. The PLB pipes will be supplied in coils of 200 mtrs or a coil of 1KM length , with outer diameter of 40 mm. In case, trenching and pipe laying exceeds 200 mtrs depending upon the nature of faults, joining of the PLB pipe with couplers shall be executed. The couplers will be supplied by BSNL along with PLB pipes.
- 2.2** The quote against these items shall not include the cost of PLB pipes and couplers, which would be supplied by the BSNL, Chennai Telephones.

## **3. LAYING RCC TROUGHS / RCC PIPES/DWC PIPES**

- 3.1** Replacing existing RCC Trough/RCC pipes for the entire portion of the trench excavated for purpose of attending the OFC faults. Supply and provision of RCC Troughs/RCC Pipes/DWC pipes for the portion of site for which the existing ones are damaged or could not be reused.
- 3.2** Supply and erection of RCC route markers at every 200 meters in case the length of the route for which fault being attended to, is exceeding 200 meters and at curves and road crossings.
- 3.3** Supply and erection of RCC joint markers, painting and sign writing.
- 3.4** Excavation of joint manhole for prescribed dimension as per specification & erection of RCC joint rings/covers as per specification.
- 3.5** Wherever the existing RCC troughs or RCC pipes/DWC pipes are damaged partially or fully and could not be reusable the same will be procured by the contractors depending upon the requirement for replacement at the site where faults are being attended to.
- 3.6** DWC PIPES/RCC troughs of dia 100 mm shall be placed on the trench for the entire length of the PLB pipe laid on the trench, for protection.
- 3.7** Similarly, DWC PIPES /RCC pipes of 100 mm will be laid at road crossings, involving heavy vehicular traffic to protect the PLB pipes for the entire length of PLB pipes laid

on the trench. The ends of the DWC PIPES/RCC pipes shall be sealed with lean cement concrete.

- 3.8** The quote against this item includes all charges like transportation, laying and end sealing etc. but excluding the cost of the material.
- 3.9** The cost of covering materials like DWC PIPES/RCC troughs and DWC PIPES/RCC pipes shall be quoted separately, if necessary.

#### **4 REFILLING THE TRENCHES WITH CLEAN SAND**

Wherever it is insisted by the local body or the Highways that the excavated trenches are to be filled with clean sand, it shall be communicated to the Contractor. The contractor should arrange to procure and fill up the trenches to the specified depth with clean sand and consolidation thereafter.

The reinstatement of trench by filling with clean sand shall be done in the presence of SDE / JTO. The quote against this item shall include the cost of clean sand, transportation, filling and consolidation.

#### **5 REMOVAL OF EXCAVATED SURPLUS EARTH TO DUMPING YARD**

- 5.1** Whenever the trenches are filled with clean sand, the surplus excavated earth shall be removed to the Dumping yard. But where there is no requirement for clean sand filling, all the excavated material shall be used for back filling with due allowance for sinking and hence the removal of excess material will not arise.
- 5.2** The quote against this item shall include labour for scooping the excess earth, engaging trucks and disposal to the Dumping Yard.

#### **6 EXCAVATION AND REINSTATEMENT OF JOINT MANHOLES AND ERECTION OF JOINT RINGS**

- 6.1** Wherever OFC laid for attending faults requires jointing, at the locations where joints are constructed, it is necessary to dig out a pit of size 2.00 M (L) x 1.80 M (D) x 1.5 M (W) to house the joint enclosure. 2 Nos. of RCC Rings of size 0.9 M dia and 30 cm height shall be placed in Manhole. The Bottom of the ring shall be closed with a single RCC lid. The top of the rings shall be closed with two pieces of semi circular lids with handles for lifting. The rings shall be filled with clean sand and the pit shall be reinstated. The specification of RCC rings and RCC covers are given in the attachment.
- 6.2** The quote against these items shall include the cost of excavation, supply of RCC rings and covers, supply and filling of sea sand and reinstatement thereafter and shall be uniform for all types of soil/road surfaces. The RCC rings and covers should be of very high quality and should be able to withstand the load passing over the road.

#### **7 OPTICAL FIBRE CABLE PULLING**

- 7.1** The pulling of the OFC through the PLB pipe laid should be done only manually. After the cable pulling is over, the cable will be tested. If any damage is found caused to the

cable, the contractor should make good the loss incurred.

## **7.2 SPLICING WORKS (for both OF fault attending & Rehabilitation)**

The contract is meant for carrying out splicing of 4F/6F/12F/24F/48F/96F/144F/288F OF cables either for UG cable or OH cable. The contractor has to arrange the single /Ribbon splicing machine, backup generator, associated meters such as OTDRs, Source meter, Power meter, splicing machine /tools and the skilled splicer to operate the splicing machine and carry out the fibre splicing. The contractor at his own cost should arrange vehicle required for OF cable splicing and transportation of men and material etc for splicing.

The operation of the splicing machine, associated works like preparing the cable, cutting the fibre for splicing, placing the spliced ribbons properly in trays, testing the quality of splice, placing the enclosures suitably in joint pit, acceptance testing, preparation of documents are all jobs of the contractor.

The contractor has to collect the store materials at his own cost from store depot or wherever identified by site engineer.

The splicing should achieve standard acceptable results for the joints. For this purpose, the measurements by OTDR will be carried out from the both ends of the cable in 1310 and 1550 wavelengths. The attenuation of the OF cable will be checked by sending the light source from one end of the cable and received at the other end. The result should be within the permissible limits as per the standard practice and Engineering instructions available with BSNL i.e. splice loss should be less than 0.1db. In case the results are not meeting, the iteration of splicing operation to be repeated till a satisfactory result is achieved. For this purpose, the splicing machine should be maintained to a proper level of satisfactory operation which does not need repeated iteration.

The splicing may be either for straight joint, branch joint or for terminations at FDMS in the exchange, Customer premises and GSM sites. The printout of the splice loss for the fibres spliced should be taken and should be attached with bill copy for making payment.

## **8 EXCAVATIONS AND REINSTATEMENT OF PULLING MANHOLES**

In case the trenching and pipe laying involved for attending OFC faults exceeds 200 mtrs, at every 200 metres and or at bends it is necessary to dig out man holes of size 2.00 M (L) x 1.90 M (D) x 1 M (W) to enable the pulling of the OF Cable The manholes shall be closed after cable pulling is over and reinstated properly.

## **9 RCC JOINT / ROUTE MARKERS**

**9.1** At locations where Joint Manholes are excavated and OFC joints constructed, RCC Joint marker shall be installed. RCC Route Markers shall be installed at every 200 M interval in case the length of the route for which Optical Fibre Cable laid for attending the fault exceeds 200 M, at every bend /curve of the route and on both sides of Road crossing point / location. The specification of the RCC marker post is enclosed in attachment. The post shall be painted with suitable colour and sign written with letters of size 100 mm.

- 9.2 The quote against this item shall include the cost of RCC marker, excavation of pit for erection, painting and sign writing (inclusive of the cost of paints) and pucca reinstatement.

## **10 NIGHT WORKS**

- 10.1 Whenever trenching works are to be performed during night hours only on the order of Traffic Police, such locations shall be provided with flood lighting arrangements with generators. The contractor shall be eligible for payment under this item only if he uses a flood lighting system effectively with the help of generators.
- 10.2 The trenching works during night hours with flood light arrangements with generators shall be carried out in the presence of SDE/JTO OFC Maintenance or his authorised supervisory staff.
- 10.3 The quote against this item shall be as per-night-basis inclusive of all expected expenses in this regard.

## **11 PATROLLING**

- 11.1 Whenever any kind of underground activities are involved on the OFC routes within the boundaries of Chennai Telephones, by other External agencies such as Highways, Corporation. Municipalities, Electricity Board, Metro Water Board, Local Bodies, other telecom/cable/infra service providers etc., the contractor shall perform detailed patrolling, on these routes, as decided by the Principal.
- 11.2 The patrolling involves, identification of the existing OFC in the route, and co-ordination with the External Agencies, performing activities in the route, for entire period of operation so as to safeguard and protect the OFC during this period.
- 11.3 The Contractor shall nominate a qualified supervisor/person, who is capable of identifying OF cable with the help of OFC Route/OFFSET diagram, as patrolling staff.
- 11.4 The patrolling staff so nominated/deputed by the contractor shall be provided with communication facility by contractor, so that he could be contacted by SDE/JTO OFC or his authorized representative during the course of patrolling.
- 11.5 The patrolling staff deputed by the contractor shall alert the external digging agencies about the existence of OF cable in the route and warn him to execute the trenching work with all precautionary measures without any damage to the OF cable.
- 11.6 Whenever OF cable is exposed during digging activities on the route, the patrolling staff of the contractor shall intimate the same to SDE/JTO OFC or his representative immediately and shall carry out all precautionary measures to safeguard and protect the OF cable.
- 11.7 The patrolling staff deputed by the contractor shall be available in the section of the route where digging activities are going on.
- 11.8 The presence and the performance of the patrolling staff will be monitored by SDE/JTO OFC Mtce or his authorized representative during the daily route inspection.
- 11.9 The Contractor shall arrange for their own conveyance / assistance for performing patrolling and no assistance of manpower or any kind and no conveyance in any mode shall be provided by the Principal

## **12 ERECTION OF POST /GI PIPE**

- 12.1** Wherever the OF cable faults could not be attended immediately due to prevailing local Conditions, flood, heavy rains, water stagnation etc the faults shall be attended temporarily by erecting post and laying of OF cable aerially over the erected post / existing supports thereby avoiding isolation of NGN/FTTH/CUSTOMER LEASED CIRCUITS /GSM sites etc.
- 12.2** Temporary restoration of OF POST cable /systems will be decided by SDE / JTO in charge of route. Also the work shall be carried out with the concurrence of DE / DGM Transmission of the area concerned. Restoration of OF system by overhead laying of cable is only temporary arrangement and the fault should be attended permanently by conventional method afterwards.
- 12.3** Necessary permission from police / local authorities etc for the work if required shall be obtained by the contractor.
- 12.4** AB /A4BC tubular posts / Tubes/ GI Pipe will be supplied by the BSNL and Transportation of posts /tubes will be arranged by the contractor.
- 12.5** In case of supply of tube by the BSNL, the contractor shall carry out assembly of post and erection.
- 12.6** Erection of post shall be carried out as per standard of DOT / BSNL.
- 12.7** In case Department / BSNL is not in a position to supply of post / tubes the contractor shall arrange for any other local post of height equivalent to tubular post specified above capable of carrying OF cables on overhead.
- 12.8** Local post means GI Pipe /casuarino post of size 75 mm dia and height equivalent to the height of AB / A4 BC Tubular posts.
- 12.9** The local post/GI Pipe shall be erected vertically and the base packed with small stone with hard morum so as to avoid tilting of post.
- 12.10** The quote against this item of erection of local post shall include the cost of post, transportation to site, excavation of pit, erection of post and packing at the bottom post and dismantling / recovery after permanent restoration.

## **13 OVERHEAD LAYING OF OPTICAL FIBRE CABLE**

- 13.1** OF CABLE will be supplied by BSNL.
- 13.2** Contractor shall arrange for collection of OF cable and transportation.
- 13.3** Necessary permission if required for laying of OF cable over the erected / existing supports shall be obtained by the contractor from the concerned authorities / persons.
- 13.4** The OF cable after overhead laying will be tested. If any damage is found caused to the cable the contractor should make good the loss incurred.
- 13.5** The rate quoted shall be for all types of OF Cables irrespective of the size of the OF cable.
- 13.6** The cable tags are to be fixed in overhead cables at a distance of 25 meter length.

## **14 DISMANTLING / RECOVERY OF TUBULAR POST**

- 14.1** GI POST/AB/A4BC Tubular post erected for temporary restoration of systems should be dismantled / recovered by the contractor after permanent restoration.
- 14.2** The tubular post shall be recovered without any damage so that it shall be reused for other faults.
- 14.3** The dismantled / recovered tubular posts shall be transported to the store yard /site as specified by SDE / JTO in-charge of the route.
- 14.4** The quote against items shall include the charges of dismantling /recovery and transportation to store yard / specified site.
- 14.5** Dismantling /Recovery of Tubular post shall be done by the contractor who executes the permanent restoration work.

## **15 RECOVERY OF OF CABLE LAID OVERHEAD**

- 15.1** The Optical fibre cables laid aerially / overhead shall be recovered by the contractor after permanent restoration.
- 15.2** OF Cable shall be recovered, recoiled in the drum or in the form of coil and transported to store yard / site specified by the SDE / JTO without any damage.
- 15.3** The OF Cable after transportation will be tested and any damage is found caused to the cable the contractor shall make good the loss incurred.
- 15.4** Recovery of OF cable laid overhead shall be carried out by the contractor who executes the permanent restoration.

## **16 PROVIDING RCC PROTECTION**

- 16.1** In case of protection by concreting at site, the nominal dimension of concreting shall be 250 mm x 250 mm section with weld mesh of 1 inch x 1 inch 12 SWG reinforcement (Refer attachment) Cement concrete shall be of 1:2:4 composition i.e. 1: 53 grade cement of a reputed company, 2: coarse sand, 4: Graded coarse stone aggregate of 20 mm nominal size. As the RCC is cast at site, it is imperative to ensure that special care is taken to see that proper curing arrangements are made with adequate supply of water. The contractor shall invariably use mechanical mixer at site for providing RCC protection, to ensure consistency of the mix.

For carrying out concreting work in trenches, yellow PVC sheets of width not less than 1.0 M and of weight not less than 1 kg. per 8 sq. meters shall be spread and nailed on sides of the trench to form trapezoidal section for concreting in the cleaned trench, to avoid seepage of water into the soil. A bed of cement concrete mixture of appropriate width and 75 mm thickness shall be laid on the PVC sheet, before laying PLB pipes. The pipes shall, then be laid above this bed of concrete. After laying the PLB pipes, concrete mix (RCC) is poured to form the cross sectional dimensions as instructed by the Engineer-in-charge. The strength of RCC is dependent on proper curing; therefore, it is imperative that water content of RCC mix does not drains out into the surrounding soil. Portions where cement concreting has been carried out shall be cured with sufficient amount of water for reasonable time to harden the surface. After curing, refilling of the balance depth of the trench has to be carried out with excavated soil.

The PLB pipes / RCC/ GI pipes shall be laid only in trenches accepted by Engineer-in-charge or his representative. The contractor shall exercise due care to ensure that the PLB pipes are not subjected to any damage or strain.

Water present in the trench at the time of laying the PLB pipes shall be pumped out by the contractor before laying the pipes in the trench to ensure that no mud or water gets into the pipes, thus choking it.

In case of Nullahs, which are dry for nine months in a year, the PLB pipes shall be laid inside the RCC pipes / or GI pipes and concrete laid at a minimum depth of 165 cms, as instructed by the Engineer-in-charge. The mechanical protection shall extend at least 5 meters beyond the bed of Nullah on either side.

Notwithstanding anything contained in clauses referred above, the Engineer-in-charge may order, based on special site requirements, that the PLB pipes may be encased in plain cement concrete, as detailed in bid.

While laying the pipes, a gap of 2M is kept at convenient locations approx. 200m apart and at the bends and turns, which will be used as manholes during OF cable pulling. Ends of the PLB pipes at the manholes shall be sealed using HDPE end caps after tying the PP rope to the end caps to avoid choking of the pipes. In a similar manner, manholes shall be kept while approaching bridges, road crossings etc., as instructed by the Engineer-in-charge. The location of the manholes will be decided by the Engineer-in-charge.

## **16.2 Laying protection for pipes on bridges and culverts**

In case of trenching and pipe laying not possible in the beds of the culverts, the pipes shall be laid over the culverts/bridges after getting due permission from the competent authority. Of late the bridge construction authorities are providing ducts below the footpaths on the bridges for various services. The telecom officer needs to maintain good liaison with the concerned authority to get one side of the duct allotted for Telecom Cables. In such ducts, G.I. pipes can be coupled and laid for pulling the cables. It would be pertinent to mention here that close liaison with bridge construction authorities would be of immense advantage in ensuring provision of ducts on one or both the sides of the bridges as per future requirements. However, for laying cables on existing bridges, where duct arrangement does not exist, one of the following methods may be adopted.

Normally in the Bridges/Culverts, where there are no ducts and where the cushion on the top of the Arch is 50 cm to 100 cm or more, G.I. Pipe (Carrying PLB pipe and cable) may be buried on the top of the Arch adjourning the parapet wall, by digging close to the wheel guards. Every precaution shall be taken to see that no damage occurs to the arch of the culvert. After burying the GI pipe, the excavated surface on the arch shall be restored.

Where the thickness of the Arch is less than 50 cms, the pipe must be buried under the wheel guard masonry and the wheel guard rebuilt.

If neither of the two methods is possible, the G.I. pipes/GI troughs must be clamped outside the parapet wall. If necessary, the pipes may be taken through the parapet wall at the ends where the wall diverges away from the road.

In case where the methods explained in clauses referred above are not possible, the G.I. Pipes/GI Troughs can be fixed on the top of the road kerb close to the inside face of the parapet wall by means of clamps, using raw plugs and wood screws or small diameter bolts, without damaging the concrete and limiting the external diameter of the bolts to 7.5 mm. The permission for carrying out this work is to be obtained from the Road Authorities.

Methods cited in above clauses should be carried out under close supervision of Road authorities. The surface to be concreted should be thoroughly cleaned and leveled before concreting. At both ends of the Bridges / Culverts, where the GI Pipes/GI Troughs slope down and get buried, the concreting should be extended to ensure that no portion of the GI Pipes/GI Troughs is exposed as ordered by the Engineer-in-charge to protect the pipe/trough from any possible damage externally caused.

Where white wash/colour wash is exists on the Bridges/Culverts, the same should also be carried out on the concreted portion to ensure uniformity.

**17 LEADING-IN ARRANGEMENT FOR OPTICAL FIBRE CABLE FROM EXCHANGE MANHOLE TO TRANSMISSION ROOM**

The optical cable shall be drawn through a Rigid PVC pipes (32 mm dia and 4 mm thickness) and led into the transmission room from Manhole along existing supports and runways. This particular work shall be taken up with utmost care not to damage the telecom/power cables. The work involves supplying and fixing PVC pipes or PVC Hose with Clamps at every 1 meter, cable ties to the supporters and drawing cable through them and the work may be required to be carried out in multi storied buildings also with appropriate clamps fixing.

The quote against this item shall include the cost of PVC pipes/PVC hose pipes, Clamps and the labour charges of fixing PVC pipes, PVC hose on existing runways and supports and supervision.

**18 HDD WORK**

As a part of OFC fault attending /PLB pipe laying and OF cable pulling by Horizontal Directional Drilling (HDD method) after GPR scanning, for pulling of no. of PLB pipes /PIJF cable, contractor can use HDD Method wherever directed to do so as per specifications.

**19 PULLING / BLOWING OF OF-CABLE THROUGH THE EXISTING DUCT**

Pulling of OFC through the PLB Pipes laid (PLB Pipes & OF Cables will be supplied by Chennai Telephones) conventionally or in the existing duct.

19.1 The SDE/JTO in-charge of the route will decide the quantum of OF-Cable to be pulled for replacing the faulty cable in a particular DUCT Route Accordingly. Execution of pulling /blowing of the cable through the duct pipes will be done by the contractor after bailing out water from the ducts, whenever necessary. On completion of the pulling/blowing process the splicing of the replaced cable will be carried out and the joints will be mounted in the duct manhole themselves.



19.2 After the restoration of the faults in the ducts the joint kits should be placed only in the ducts. But in unavoidable circumstances wherein the feasibility of placing the joint kits in the ducts are limited a separate JMH will be allowed to be erected as Directed by the SDE/JTO in-charge of the Route.

## **20 EXISTING ACCESS NET WORK CABLE FAULT**

The SDE/JTO in-charge of the route will decide the quantum of OF cable to be replaced in the existing network duct route accordingly. If necessary the existing network duct manhole has to be raised.

## **21 DOCUMENTATION (Rehabilitation)**

The documentation consisting of the following shall be prepared for the cable route / Joints made for attending the OF Cable faults in conventional routes.

- i. Route Index Diagrams - General: This diagram shall consist of Cable Route Details on Geographical Map drawn to scale with prominent land marks and alignment of cable with reference to road. This shall be prepared on A-3 sheets of 80 GSM.
- ii. Route Index Diagram - Profile: These diagrams will contain Make and size of the cable.(Refer attachment ). This contains:
  - Two Point Offset of cable i.e., One from centre of the road and one from the nearest compound wall / fixed structure, each taken at every 10 meters;
  - Depth profile of Cable at every 10 meter;
  - Details of protection with type of protection depicted on it;
  - Location of culvert and bridges with their lengths and scheme of laying PLB pipe thereon.
  - Location of culvert and bridges Crossings with Three Point Offset i.e., from nearest permanent structures taken in different directions.
  - Important landmarks, Name of the Roads to be facilitated for locating the cable in future.
  - Location of joints and pulling manholes with Three Point Offset i.e., from nearest permanent structures taken in different directions.
  - These diagrams shall be prepared A-4 sheets of 80 GSM. On one sheet profile of maximum 200 meters shall be given to ensure clarity.
- iii. Joint Location Diagram :
  - This diagram will show:
  - Geographical location of all the joints.
  - Location of joints manholes with Three Point Offset i.e., from nearest permanent structures taken in different directions.
  - Depth of joint chamber covers from ground level. Type of chamber (Brick/Pre-cast)
  - Length of O.F. cable kept inside the joint chamber from either direction.This shall be prepared on A-4 sheets of 80 GSM.

All the diagrams (i), (ii) & (iii) shall bear the signatures of the contractor, the Engineer-in-charge as a proof of accuracy of the details. The diagrams shall be bound in A-4 size book with cover.

The cover sheet shall be of 110 GSM and laminated. The front cover shall have the following details.

1. Name of the Organization.

2. Name of the OFC Link
3. Name of the Contractor
4. Date of commencement of work
5. Date of completion of work

For each fault 6 sets of above mentioned document along with 1 set of Soft copy in CD format (Microsoft / AutoCAD compatible) shall be submitted.

**22 Jurisdiction of contract:**

The Jurisdiction of the contract shall be for entire Optical Fiber Cable routes in TXM areas of DE TXM Peripheral –I & II [Chengalpattu, Maduranthakam, Maraimalai Nagar, Kelambakkam, Kancheepuram and Sriperumbudur]. If any additional telephone exchange is planned during the period of contract, the same shall be included in the above areas in the vicinity of concerned exchange keeping in view the logistics of carrying out the work.

**SECTION – 3**  
**Part C**

**SCHEDULE OF REQUIREMENTS (SOR)**

1. Bidders are required to offer their financial bid in Section – 7 Part B.
2. Before offering the rates, please refer to the basic rates at Section – 7 Part A, relevant construction specification etc.,
3. The rate quoted will be applicable for all the areas/zones

Sl. No.	ITEM	Description	Unit
1	OFCT	Excavating Trenches in ordinary Soil / pavements and Kutcha Surfaces up to a depth of 1.65 Metres from ground level & width of 0.45 metre at the top and 0.30 metre at the bottom and back filling the excavated trenches after laying PLB Pipe with or without protection	Meter
2	ASBR	Charges for breaking of Initial Layers of Asphalt/Concrete in riding surface of major roads up to 45 cm width and 25 cm thickness	Meter
3	HDPE	Laying and jointing of PLB Pipes of 40/50 Mm Diameter coupled with HDPE sockets.	Meter
4	RCCT	Laying full round RCC/DWC Pipes in trenches with pipes/coils inside RCC/DWC Troughs	Meter
5	OFCP	Pulling of OF Cable in PLB pipes, Sealing of PLB Pipes by Rubber Bushes.	Meter
6	JCPC	Digging of pit for jointing chamber, supply and fixing of precast RCC chamber with clean quarry dust, placing of Pre-cast RCC slabs on RCC chamber and back filling of jointing pit.	Each
7	ORJF	Digging of pit 1 metre towards pavement side on each manhole / joint chamber for fixing of route/joint indicator, Fixing and concreting of route/joint indicator & Painting and sign-writing of route/joint indicators.	Each
8	GIHB	Road/Rail crossing through horizontal boring method and inserting 65/40 dia. G.I Pipes/PLB pipes manually.	Meter
9	DOCT	Documentation ( Six copies of documents for each route/section ) with one soft copy.	Lump sum
10	PCCT	Providing RCC Protection at site to PLB or G.I Pipes Cement with 1:2:4 Cement Concrete with Weld mesh reinforcement of 10 SWG at 7.5cm x 5 cm C/C in both directions	Meter
11	LPVC	Leading in of OF Cable from Exchange man hole to Transmission Room by supplying and providing rigid PVC Pipes/PVC hoses on existing supports	Meter
12	IJMH	Charges for opening manhole covers, picking up OFC coils/splicing kits and closing the manhole after splicing is completed, including the supply of clamps and fixing kits to the inner wall of the man hole	Each
13	FLNW	Providing Flood Lighting with Generators for Night Works	Each

14	POFC	Patrolling over the OFC Routes where activities of other External U/G Agencies being involved for safeguarding and protecting the existing OF Cables	8 hours duty
15	ERPM	Excavation and reinstatement of pulling man holes	Meter
16	OHLC	Construction of OFC alignment on erected poles/Existing Telephone Posts or Lamp Posts with binding at every 1.0m to the 100 lbs G.I wire and providing Tags as per Corporation Specification wherever it is needed.	Meter
17	ROCT	Recovery of Optical Fibre cable laid overhead and Transportation to the Location /Store Yard	Meter
18	OMWC	Opening of CHTD/ACCESS N/W ducts/ RCC Manholes, bailing out of water and Closing of manholes after the completion of splicing work.	Each
19	EPFT	Excavating for fault tracing upto a depth 2 meters, width 0.5 metre, length 1 m ,back filling, compacting and removing excess earth from site	per pit
20	SPLG	Splicing of OF cable after the approval of competent authority and splice loss at the joint should be less than 0.1db.	
	SPLG	2F/4F per joint rate	per joint
	SPLG	6F/12F per joint rate	per joint
	SPLG	24F per joint rate	per joint
	SPLG	48F per joint rate (Ribbon Fiber)	per joint
	SPLG	48F per Joint rate (Individual Fiber)	per joint
	SPLG	96F per joint rate (Ribbon Fiber)	per joint
	SPLG	96F per Joint rate (Individual Fiber)	per joint
	SPLG	144F per joint rate	per joint
	SPLG	288 F per Joint rate	per joint
21	JCBH	JCB hiring charges min 5 hrs	hour
22	JCBH	JCB hiring charges per day/8hrs	hour
23	JAHM	Air compressor with jack hammer charges per day	per day
24	HDDR	Horizontal directional drilling after GPR Scanning, pulling 1/2/3/4 PLB pipes (occupying 85% of Bore Diameter per metre for Bore Dimension of 100 mm diameter )	per meter
25	EPRS	Excavation of pit of size 0.6(L) x 0.6 (W) x 1.2 (D) m in all type of soil and refilling with the excavated soil after erection of assembled tubular post including watering, ramming consolidation etc.	Per pit
26	EPRC	Erection of GI Pipe 2” Dia for 20 to 30 Feet height in the excavated pit and fitting the bracket at the top and concreting with 1:2:4 mix at the foot of pipe for a size 1’ x 1’ x 3’ with sign writing (Pipe will be provided by BSNL)	Per Post

**SECTION-4**  
**Part A**  
**GENERAL INSTRUCTIONS TO BIDDERS (GIB)**

**1. DEFINITIONS**

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

Chief General Manager  
Principal General Manager  
General Manager  
Additional General Manager  
Deputy General Manager  
Asst. General Manager  
Divisional Engineer  
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) **"The BSNL"** means the Bharat Sanchar Nigam Ltd. (BSNL), New Delhi
- e) **"The Bidder"** means the individual or firm who participates in this tender and submits its bid.
- f) **"The Contractor" or "Supplier" or "The Vendor"** means the individual or firm supplying the services/goods under the contract.
- g) **"The Services/Goods"** means all the services, equipment, machinery, and/or other materials which the Contractor/Supplier is required to supply to the BSNL under the contract.
- h) **"The Advance Purchase Order" or "Letter of Intent"** means the intention of BSNL to place the Purchase Order on the bidder.
- i) **"The Purchase Order"** means the order placed by the BSNL on the Contractor/Supplier signed by the BSNL including all attachments and appendices thereto and all documents incorporated by reference therein. The purchase order shall be deemed as "Contract" appearing in the document.
- j) **"The Contract Price"** means the price payable to the Supplier/Contractor under the purchase order for the full and proper performance of its contractual obligations.
- k) **"Successful Bidder(s)"** means the bidder(s) to whom work in this tender is awarded.
- l) **Pr. General Manager/Sr. General Manager/General Manager** mean all Area PGM/Sr.GM/GMs of Chennai Telephones and their successors.

- m) **Additional General Manager/Deputy General Manager** means all Addl.GMs/DGMs of Chennai Telephones District and their successors.
- n) **Assistant General Manager/Divisional Engineer** means all AGM/DEs External/Construction of Chennai Telephones District in-charge of laying, rehabilitation and maintenance of cable works and their successors.
- o) **Jurisdiction** means present Telecom Network serving area by Chennai Telephones and expansions of Telecom Network in future.
- p) **Site Engineer:** Site Engineer shall mean SDE/JTO of BSNL who may be placed by the AGM / Divisional Engineer as in-charge of the work at site at any particular period of time.
- q) **A/T Unit:** A/T Unit shall mean Acceptance and Testing unit of BSNL.
- r) **A/T Officer :** An officer authorized by BSNL to conduct A/T.
- s) **Contract :** The term contract means, the documents forming the tender and acceptance thereof and the formal agreement executed between the competent authority on behalf of PGM/Sr.GM (S)/GM(S), BSNL-CHENNAI TELEPHONES and the contractor, together with the documents referred to therein including these conditions, the specifications, designs, drawings and instructions issued from time to time, by the engineer in-charge and all these documents taken together shall be deemed to form one contract and shall be complementary to one another.

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

- t) **Contractor :** The Contractor shall mean the individual, firm or company, undertaking the works and shall include the legal heirs of such individual or the persons constituting such firm or company, or the successors of such firm or company and the permitted assignees of such individual, firm or company.
- u) **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.
- v) **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.
- w) **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.
- x) **Normal time or Stipulated time:** Normal time or Stipulated time means time specified in the work order to complete the work.
- y) **Extension of time:** Extension of Time means the time granted by the Addl.GM/DGM concerned to complete the work beyond the normal time or stipulated time.
- z) **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.
- aa) **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.
- bb) **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.

- cc) **Excepted risk** : Excepted risk are risks due to war (whether declared or not), invasion, act of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, military or usurped power, any acts of Government damages from aircraft, acts of God, such as earthquake, lightning and unprecedented floods and other causes over which, the contractor has no control and the same having been accepted as such by the Accepting Authority or causes solely due to use or occupation by the Government of the part of the work, in respect of which a certificate of completion has been issued.

**2. ELIGIBILITY CONDITIONS:**

- 2.1 Kindly refer to Clause 3 of Section 2 .

**3. COST OF BIDDING**

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

**5. CLARIFICATION OF BID DOCUMENTS**

- 5.1 A prospective bidder, requiring any clarification on the Bid Documents shall notify the BSNL in writing by Email of the BSNL as indicated in the invitation of Bid. The BSNL shall respond in writing to any request for the clarification of the Bid Documents, which it receives **14 days prior to the date of opening of the Tenders**. Copies of the query (without identifying the source) and clarifications by the BSNL shall be published as Corrigendum/Addendums thru the e-tender platform only.
- 5.2 Any clarification issued by BSNL in response to query rose by prospective bidders shall form an integral part of bid documents and shall amount to an amendment of the relevant clauses of the bid documents.

The format in which the clarifications to be sent:

Sl.	Section	Clause	Brief Description of the Clause	Ref. Page no. in Bid	Comments of Bidder
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**6. AMENDMENT OF BID DOCUMENTS**

- 6.1 The 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.
- 6.2 The amendments shall be notified by Addendum through e-tendering portal (for tenders invited through e-tendering process) and these amendments will be binding on them.
- 6.3 In order to afford prospective bidders a reasonable time to take the amendment into account in preparing their bids, the BSNL may, at its discretion, extend the deadline for the

submission of bids suitably, if required.

## 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 this Section Clause 10.
- (b) EMD in the form of DD/BG (In Original).
- (c) A Bid form and Price schedule duly completed.

## 8. BID FORM

- 8.1 The bidder shall complete the bid form and appropriate Price Schedule furnished in the Bid Documents, indicating the services/goods to be supplied, brief description of the services viz. schedule of requirements in Section 3 Part C and Schedule of Rates (Basic Rate) of each item as per Section 7.

## 9. BID PRICES

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

## 10. DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATION

The bidder shall furnish, as part of the bid documents establishing the bidder's eligibility, the following documents or whichever is required as per terms and conditions of Bid Documents. The entire bid-submission would be online on the portal of <https://etenders.gov.in/eprocure/app>.

Broad outline of submissions are as follows:

### A . Technical Bid envelope (Electronic On-line)

#### i. Submission of Mandatory documents (online submission) :

- (a) Scanned copy of EMD in form of DD/BG (if Applicable).
- (b) Signed copy of **Tender Document each and every page** (118 pages), Corrigendum and Addendums.

**(Note : Downloaded Tender document should be signed and uploaded)**

- (c) Scanned copy of **MSME Certificate**

**(Note: The MSME bidders are exempted from payment of Tender fee )**

A proof regarding valid registration with body specified by Ministry of micro, small & medium Enterprises for the tendered items will have to be attached along with bid.

**“Micro and Small Enterprise (MSE) bidders should submit their valid Udyam Registration Certificate indicating URN (Udyam Registration Number) issued from MSME in order to avail the benefits available to MSEs as contained in Public**



**Procurement Policy for MSEs.URN certificate should broadly cover the Equipment /services offered in tender.”**

If a vender registered with body specified by Ministry of Micro, small & Medium Enterprise claiming concession benefits is awarded work by BSNL and subsequently fails to obey any of the contractual obligations, he will be debarred from any further work/contract by BSNL for one year from the date of issue of such order.

- (d) Scanned copy of DD/Banker’s Cheque –**Tender document fee.**(If Applicable)
- (e) The copy of the 2 Years **experience certificate** duly attested by a Gazetted Officer or any officer of BSNL not below the rank of DE/CAO, from Contractors, having office @ Chennai, having experience in Telecom Optical Fibre cable laying, OF cable fault attending work and allied activities for any 2 Years in BSNL or in any OF network of other telecom provider.

**ii . Submission of Eligibility documents:**

- a) Scanned copy of EMD in form of DD/BG (if Applicable).
- b) Scanned copy of Tender Document Fee (If Applicable)
- c) Scanned copy of the Registration in the case of proprietorship concern, Scanned copy of certificate of incorporation, Articles of Association and Memorandum of Association in the case of Company. Authenticated copy of Partnership Deed in case of Partnership Firm.
- d) Duly filled in Bid form, as per Section 8 Proforma 12.
- e) Duly signed “**UNDERTAKING & DECLARATION** (Section 8 Proforma 1).
- f) Address of Bidder’s Office within Chennai with proof.
- g) Duly filled and signed Tenderer’s profile, as per Section 8 Proforma 11 of the Tender Document.
- h) Scanned copy of Original “**Power of Attorney**” (Registered) in case a person other than the Tenderer has signed the Tender Document.
- i) In case of partnership firm, a declaration duly signed by all the partners nominating one of the partners to participate and execute the tender.
- j) Duly filled in “No near relative certificate” (Section 8 Proforma 2) from all partners.
- k) Duly filled in – “Declaration regarding not blacklisting/not debarring from taking part in Govt. Tender by any BSNL unit/PSUs/GST” (Section 8 Proforma 4).
- l) Scanned copy of Goods and Services Tax registration certificate
- m) Scanned copy EPF Registration Certificate.
- n) Scanned copy ESI Registration Certificate.
- o) Certificate of Minimum Wages as per Section 8-Proforma 10
- p) Undertaking form for labour license Section 8 – Proforma 13
- q) Scanned copy of ITR for last 3 Financial years. (2019-20,2020-2021,2021-2022)
- r) Scanned copy of Pan Card.
- s) Audited Certificate for Annual financial turnover during the last 3 Financial years, (2019-20,2020-2021,2021-2022), and the average turnover should be at least 30% of the annual estimated cost of Rs. 1,36,00,000/- i.e., Rs. 40,80,000 (i.e. 30% of the annual estimated cost of the tender)

**or**

Scanned copy of solvency certificate from the banker of the tenderer : for work costing upto 20 lakhs –solvency certificate should be of Rs. 5 lakhs. For works costing more than 20 lakhs – solvency certificate should be of Rs.10 lakhs. The solvency certificate shall not be older than 3 months from the date of issuing of NIT.

**B . Financial Bid (Price Bid) as per the format in Section 7 Part B (on-line submission).**

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

**C . Offline Submissions (physical documents submission) :**

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

- a. EMD in the form of DD/BG in Original (If Applicable).
- b. Tender Document Fee (If Applicable)
- c. Original Power of Attorney in accordance with Clause No. 13.3 of Section 4 Part A for authorization for executing the Tender, if required.

in separate cover to DROP BOX at O/o. **DGM TXM (SOUTH), II Floor, Flower Bazaar Telephone Exchange, No.1, NSC Bose Road, Chennai - 600 001** on or before the date & time of submission of bids specified in covering letter, in a Sealed Envelope. The envelope shall bear (Name of the Work), the tender number and the words ‘DO NOT OPEN BEFORE’ (due date & time) as mentioned in the Clause 15 of Section 4 Part A of tender document.

**Note:** At the time of opening the Technical Bids, initially offline submitted envelopes will be opened. The Online Tender Opening Event consisting of Technical Bid will be opened, only for those Bidders who have submitted the required offline submissions as per in a sealed envelope bearing tender no, name of item and the phrase “**DO NOT OPEN BEFORE DUE DATE AND TIME OF OPENING OF TENDER**”). **The Bidder has to upload the Scanned copy of all above said original documents as Bid-Annexure during Online Bid-Submission. Finalisation of E-Tender will be based on the documents submitted both offline and online.**

**11. EMD (Earnest Money Deposit)**

11.1 The bidder shall furnish, as part of its bid, the EMD as given in Annexure Section -8, Proforma-5.

11.2 The MSE/ MSME bidders are exempted from payment of EMD:

- 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) “Micro and Small Enterprise (MSE) bidders should submit their valid Udyam Registration Certificate indicating URN ( Udyam Registration Number) issued from MSME in order to avail the benefits available to MSEs as contained in Public Procurement Policy for MSEs. URN certificate should broadly cover the Equipment /services offered in tender.”
- c) If a vender registered with body specified by Ministry of Micro, Small &Medium Enterprise claiming concessional benefits is awarded work by BSNL and subsequently fails to obey any of the contractual obligations, he will be debarred from any further work/ contract by BSNL for one year from the date of issue of such order.

11.3 A bid not secured in accordance with Para 11.1 & 11.2 shall be rejected by the BSNL being non-responsive at the bid opening stage and archived unopened on e-tender portal for e-

tenders.

**Note:-**The bidder shall mean individual company/ firm or the front bidder, as applicable.

## **12. PERIOD OF VALIDITY OF BIDS**

- 12.1 Bid shall remain valid for period (180 days) specified in clause 2 of Section 2 Tender Information. A bid valid for a shorter period shall be rejected by the BSNL being non-responsive.
- 12.2 In exceptional circumstances, the BSNL may request the consent of the bidder for an extension to the period of bid validity for a period of up to 180 days . The request and the response thereto shall be made in writing. The bidder may refuse the request. A bidder accepting the request and granting extension will not be permitted to modify its bid.

## **13. FORMAT AND SIGNING OF BID**

- 13.1. The bidder shall submit his bid, online (in case of e-tendering) complying all eligibility conditions, other terms and conditions of tender document to be read along with the clarifications and amendments issued in this respect. All the documents must be authenticated, using Digital Signature (in case of e-tendering) or signed and scanned documents & by hand signatures (for off-line documents), by the authorized person. The letter of authorization shall be indicated by written power-of-attorney accompanying the bid.

**Note:-**The BSNL may ask the bidder(s) to supply, besides original bid, additional copy of bids as required by him.

- 13.2. The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the bidder in which case such corrections shall be signed by the person or persons signing the bid.

### **13.3 Power of Attorney**

- (a) The power of attorney **in original**, in case, person other than the sole proprietor/ authorized signatory has signed the tender document, shall be on a non-judicial stamp paper of Rs. 50/- in case same has been executed in between blood relations and in other cases, it should be on a non-judicial stamp paper of Rs.100/- and should be attested by the Notary Public or same should be registered before the sub registrar.
- (b) The power of Attorney or Boards Resolution in original is 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 partnership firm, the said Power of Attorney should be executed by all the partner(s) in favour of the said Attorney if the representative is not one of the partners.
- (d) Attestation of the specimen signature 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.
- (e) In case the representative of bidder company who uploads the document on e-tender portal using his Digital Signature Certificate (DSC) is different from the authorized signatory for the bid (Power of Attorney holder ) then the representative who uploads the document on e- tender portal using DSC issued in his name shall also be made as one of the power of attorney holder by the bidder company, in addition to the authorized signatory for the bid.

## 14. SEALING AND MARKING OF BIDS

14.1 The bid should be submitted as per Clause 3 Section 2 of Tender Information.

14.1.1 The bids are called under **Single Stage Bidding & Two Envelope System in Online Portal**

14.1.2 The bid should be submitted online using two envelope methodology. The First envelope will be named as **Technical bid**. This envelope will contain documents of bidder's satisfying the eligibility / Technical & commercial conditions as per clause 10 with EMD as per Clause 11. Second envelope will be named as **Financial bid** containing Price Schedule as per Section 7 Part B.

On line: Please refer Section 4 Part B for further instructions.

Offline :The envelope should be sealed separately under the personal seal of the bidder.

14.2 The envelope containing OFFLINE documents shall be sent to the address given below:

**DGM (Transmission Maintenance SOUTH)  
Second Floor, Flower Bazar Telephone Exchange,  
No.1, NSC Bose Road, Chennai -01**

## 15. SUBMISSION OF BIDS

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

15.2 The 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 the BSNL and bidders previously subject to the deadline will thereafter be subjected to the extended deadline.

## 16. LATE BIDS

16.1 No bid shall be accepted either online by E-Tender Portal or physically in case of manual bidding process after the specified deadline for submission of bids prescribed by the BSNL.

## 17. MODIFICATION AND WITHDRAWAL OF BIDS

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

17.2 The bidder's modification, revision or withdrawal shall have to be online and digitally authenticated in case of e-tendering as per clause 14.

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

## 18. OPENING OF BIDS BY BSNL

18.1 The BSNL shall open bids online (in case of e-Tenders) in the presence of the authorized representatives of bidders online (in case of e-Tenders) or physically present (in case of e-Tenders) who choose to attend, at time & date specified in DNIT(Section-1) on due date.

18.2 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-8 Proforma 8).

18.3 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 Technical bids (online) shall be opened on the date of tender opening given in DNIT. The financial bid will not be opened on the Date of opening of Technical bids in this case & all sealed electronic financial bids will be kept unopened in e-tender platform and same shall be retained. Thereafter the Authority/TEC will evaluate Technical bids & the report of TEC will be approved by competent authority. The financial bids of those bidders who are approved to be technically compliant by the competent authority, will be opened by Authority/TOC in front of technically qualified & eligible bidders/authorized representatives by sending them a suitable notice.
- (ii) The following information should be read out at the time of Technical bid opening:-
  - a) Name of the Bidder
  - b) Name of the item
  - c) Information in respect of eligibility of the bidder.
  - d) 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) Quantities/prices quoted in the bid
  - d) Discount, if offered
  - e) Taxes & levies

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

**19. CLARIFICATION OF BIDS**

19.1 To assist in the examination, evaluation and comparison of bids, the 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.

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

**20. PRELIMINARY EVALUATION**

20.1 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.

20.2 Prior to the detailed evaluation pursuant to clause 21, the 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. The BSNL's determination of bid's

responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence.

- 20.3 A bid, determined as substantially non-responsive will be rejected by the BSNL and shall not, subsequent to the bid opening, be allowed to be made responsive by the bidder by correction of the non-conformity.
- 20.4 The 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.

## **21. EVALUATION AND COMPARISON OF SUBSTANTIALLY RESPONSIVE BIDS**

- 21.1 BSNL-CHENNAI TELEPHONES shall evaluate in detail and compare the Bids previously determined to be substantially responsive pursuant to Clause-20. The Tender will be evaluated with reference to of all items given in the Financial Bid.
- 21.2 The evaluation and comparison of responsive Bids shall be on the percentage deviation (“below or “at par” or “above”) offered and indicated in Schedule of Rates of the Bid Documents.
- 21.3 BSNL is not bound to award contract at the lowest quoted rate received in the BID offer and reserves the right to decide on fair and reasonable rate of the work tendered and counter offer the same to the eligible bidders. In such a case, the final negotiated and approved L1 rate as declared by BSNL shall be the rate at which contract will be awarded on such of the tenderers who accept the final approved L1 rate. However, maximum of 5 tenderers/bidders shall be considered for award of contract/work.

## **22. CONTACTING THE BSNL**

22.1 Subject to Clause 19, no bidder shall try to influence the BSNL on any matter relating to its bid, from the time of the bid opening till the time the contract is awarded.

22.2 Any effort by a bidder to modify its bid or influence the BSNL in the BSNL’s bid evaluation, bid comparison or contract award decision shall result in the rejection of the bid.

## **23. PLACEMENT OF ORDER.**

**23.1** BSNL-CHENNAI TELEPHONES shall consider award of contract only to those eligible Bidders whose offers have been found technically, commercially and financially acceptable.

The BSNL reserves the right to counter offer price(s) against price(s) quoted by any bidder.

**23.2** The contract shall remain in force for a period of 1 year from the date on which agreement is entered into. The rates finalized shall remain firm and valid during contract.

**23.3** The contract can be extended up to 1 year (in a span of six months twice) at the mutual consent of BSNL and vendors on same rates and conditions.

**23.4** While extending the tender period, Security Deposit in the form of Performance Guarantee is to be furnished by the contractor to commensurate with the period and value of the extension.

**23.5** The BSNL reserves the right for the placement of order of entire tendered quantity on the bidder with the lowest evaluated price.

**23.6** 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 place the order for entire quantity to the L1 bidder. It is mandatory for the L1 bidder to accept such an offer at evaluated L-1 price and shall perform the

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

**23.7** After Proper L1 rate is finalized and Approved by Chennai Telephones and same L1 approved rate shall be counter offered to other eligible bidders. On receipt of written acceptance from other eligible bidders within a week of intimation, the BSNL shall consider for enlisting them in panel of Contractors for work mentioned in Clause 2 in DNIT.

**23.8** The BSNL shall consider Empanelment of only those eligible bidders whose offers have been found technically, commercially and financially acceptable. The decision of BSNL regarding selection of bidders shall be final and binding.

**23.9** BSNL shall limit the number of contractors to a maximum of 5 (five) for whose offers have been found acceptable as in Clause 23.1 above arranged from the lowest offer. The work will be allotted in the following ratio

Table 1(A) (Without provisions for MSE/NSIC Units)

No. of Bidders to be approved (Col. 1)	Quantity allotted to the respective bidder (Col. 2)				
	L1	L2	L3	L4	L5
One bidder	100%	Nil	Nil		
Two bidders	60%	40%	Nil		
Three bidders	50%	30%	20%		
Four Bidders	40%	30%	20%	10%	
Five bidders	40%	60% OF THE WORK WILL BE DISTRIBUTED EQUALLY			

The evaluated L1 rate will be countered for all the selected bidders. CGM Chennai Telephones reserves the right to increase the panel of bidders, reallocate if found necessary.

Table 1(B) (With provisions for MSE/NSIC Units)

No. of Bidders to be approved (Col. 1)	Quantity allotted to the respective bidder (Col. 2)				Quantity earmarked for MSE/NSIC
	L1	L2	L3	L4	
One bidder	75%	Nil	Nil	Nil	25%
Two bidders	45%	30%	Nil	Nil	25%
Three Bidders	37.5%	22.5%	15%	Nil	25%
Four Bidders	30%	22.5%	15%	7.5%	25%
Five bidders	30%	45% WORK WILL BE DISTRIBUTED EQUALLY			25%

**Note 2:** If no eligible MSE/NSIC bidders are available then aforesaid earmarked 25% quantity shall be de-reserved & the allotted quantity for other general bidders will be restored to 100% and distribution shall be as per Table -1(A) above.

**Note 3:** If L-1, L-2, L-3, etc happens to be MSE/NSIC 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/NSIC bidders.

**Note 4 :** Minimum 3% reservation for woman owned MSEs within the above mentioned 25% reservation is provided and

**Note 5 :** The 25% includes a sub-target of 5% procurement from the MSEs owned by SC/ST entrepreneurs.

**23.10** The Empanelment of Contractor shall come into effect only after completion of necessary procedural formalities like payment of Security Deposit, signing of Agreement.

**23.11** If there are more than two tenderers at the same rates, the tenderer having highest experience shall precede to the one having lower experience while deciding ranking for considering for the award of work. The final ranking, L-1, L-2, L-3 etc. shall be worked out using the highest experience.

### **23.12 BSNL'S RIGHT TO VARY QUANTITIES**

The quantity stipulated in the tender are estimated and the BSNL reserves the right to vary the value of works to the extent of -25% to + 25% of contract value during contract period at the same rates and terms & conditions with prior approval of the tender approving authority.



## **24. BSNL'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS**

The BSNL 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 BSNL's action.

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

The BSNL 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 BSNL's action.

## **26 . ISSUE OF LETTER OF INTENT**

26.1 The issue of letter of intent shall constitute the intention of the BSNL to enter into contract with the bidder.

26.2 The bidder shall within 14 days of issue of the advance purchase order, give its acceptance along with performance security in conformity with the proforma provided with the bid document at Section-8 Proforma 7. However, Tender Issuing Authority reserves the right to extend the time limit if the reasons on which extension is sought are deemed fit.

## **27. SIGNING OF CONTRACT**

27.1 Once the tender is approved by the competent authority and Letter of Intent (LoI) is issued, the contractor shall deposit the Performance Bank Guaranty (PBG within fourteen days).

27.2 An agreement shall be signed after submission of PBG .

## **28. ANNULMENT OF AWARD**

Failure of the successful bidder to comply with the requirement of clause 26 & 27 shall constitute sufficient ground for the annulment of the award and the forfeiture of the EMD in which event the BSNL may make the award to any other bidder at the discretion of the BSNL or call for new bids.

## **29. REJECTION OF BIDS**

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

- a) Section 1 Part A: The bid will be rejected at opening stage if cost of tender document (If applicable) is not submitted as per preamble/first table of DNIT.
- b) Clauses 11.1, 11.2 & 12.1 of Section- 4 Part A: The bids will be rejected at opening stage if the-bid validity is less than the period prescribed in Clause 2 Section2
- c) Clause 3 A(i) of Section- 2: If the mandatory documents are not submitted, the bids will be rejected without further evaluation.
- d) Section-7 Part B Price Schedule: Prices are not filled in as prescribed in price schedule and also for submission of finance bid physically.

29.2 Bid opening Authority / 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.

### **30. ACTION BY BSNL AGAINST BIDDER(S)/VENDOR(S) IN CASE OF DEFAULT.**

In case of default by Bidder(s)/ Vendor(s) such as

- a) Does not supply the equipment/services in time;
- b) Services/Goods do not perform satisfactory in the field in accordance with the specifications;
- c) Or any other default whose complete list is enclosed in Appendix-1 (Annexure B).  
BSNL will take action as specified in Appendix-1(Annexure B) of this section.

### **31. NEAR-RELATIONSHIP CERTIFICATE**

31.1. The bidder should give a certificate that none of his/ her near relative, as defined below, is working in BSNL 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 EMD will be forfeited at any stage whenever it is noticed and BSNL will not pay any damage to the company or firm or the concerned person.

31.2. The Company or firm or the person will also be debarred for further participation in BSNL.

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

- (a) Members of a Hindu undivided family.
- (b) They are husband and wife.
- (c) The one is related to the other in the manner as father, mother, son(s) & Son's wife (daughter in law), Daughter(s) and daughter's husband (son in law), brother(s) and brother's wife, sister(s) and sister's husband (brother in law).

31.4. The format of the certificate is given in Section 8 Proforma 2.

### **32. VERIFICATION OF DOCUMENTS AND CERTIFICATES**

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

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

**33. SECURITY CLAUSE AS PER LATEST GUIDELINES AND REQUIREMENT:**

Mandatory Licensing requirements with regards to security related concerns issued by Government of India from time to time shall be strictly followed.

**34. RESERVATION/ PROCUREMENT FROM MSE UNITS: The guidelines / instructions / laws issued vide D.O. no 21(1) -2011-M.A..April 25<sup>th</sup>, 2012 from Ministry of Micro, Small & Medium Enterprise (MSME) with respect to provisions for Micro & Small Enterprises (MSEs) shall be followed.**

**Section- 4**  
**Part B**  
**INFORMATION AND SPECIAL INSTRUCTIONS FOR BIDDERS**  
**FOR E-TENDERING**

**General**

The Special Instructions (for e-Tendering) supplement ‘Instruction to Bidders’, as given in this Tender Document. **Submission of Online Bids is mandatory for this Tender.**

E-Tendering is a new methodology for conducting Public Procurement in a transparent and secured manner. Suppliers/ Vendors will be the biggest beneficiaries of this new system of procurement. For conducting electronic tendering, BSNL CHTD has decided to use the E tender portal (<https://eprocure.gov.in/eprocure/app>) through E- tender portal, Benefits to Suppliers are outlined on the Home-page of the e tender portal.

**Instructions**

**1. Tender Bidding Methodology**

Sealed Bid System – ‘Single Stage – TWO Envelope’. In case of two envelope system Financial and

Techno-commercial BIDS shall be submitted by the Bidder at the same time. E-Reverse Auction/ negotiation (if required by BSNL CHENNAI TELEPHONES ) after opening of Financial bids.

**2. Broad outline of activities from Bidders prospective**

1. Procure a Digital Signing Certificate (DSC)
2. Register on e- tender portal (<https://etenders.gov.in/eprocure/app>) Create Users and assign roles on e- tender portal (<https://etenders.gov.in/eprocure/app>)
3. View DNIT on e-tender portal (<https://etenders.gov.in/eprocure/app>)
4. Download Official Copy of Tender Documents from E-TENDER PORTAL
5. Bid-Submission on E-TENDER PORTAL
  - a) Please take care to scan documents that total size of documents to be uploaded remains minimum. If required, documents may be scanned at lower resolutions say at 150 dpi. However, it shall be sole responsibility of bidder that the uploaded documents remain legible.
  - b) Utmost care may be taken to name the files/documents to be uploaded on E-TENDER PORTAL. There should be no special character or space in the name of file. Only underscores are allowed. The illustrative examples are given below:-

File name	Allowed or not allowed in E- TENDER PORTAL	Reason for allowed / not allowed
QA Certificate	not allowed	Space in between words / characters not allowed
QA Certificate(1)	not allowed	Special characters not allowed
QA_Certificate	allowed	Under score allowed between words /characters
QA_Certificate	allowed	Upper & lower cases allowed

- c) It is advised that **all the documents to be submitted (See Section VI ) are kept scanned or converted to PDF format in a separate folder on your computer before starting online submission.** BOQ may be downloaded and rates may be filled appropriately. This file may also be saved in a secret folder on your computer. The names & total size of each document (Preferably below 40 MB) may be checked.

6. Attend Public Online Tender Opening Event (TOE) on E- TENDER PORTAL : Opening of Techno-commercial Part
7. View Post-TOE reports posted by BSNL on E- TENDER PORTAL.

8. Attend Public Online Tender Opening Event (TOE) on E- TENDER PORTAL: Opening of Financial-Part (Only for Technical Responsive Bidders)
9. View Post-TOE reports posted by BSNL on E- TENDER PORTAL.

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 E- TENDER PORTAL.

### 3. Digital Certificates

For integrity of data and its authenticity/ non-repudiation of electronic records, and be compliant with IT Act 2000, **it is necessary for each user/contractor 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

**To use the e-tender portal (<https://eprocure.gov.in/eprocure/app>) Vendor/Contractor need to register on the e-tender portal.** The vendor should visit the home-page of the e tender portal (<https://eprocure.gov.in/eprocure/app>) and go to the e-procure link then select **Bidders Manual Kit**.

To use the Electronic Tender® e tender portal (<https://eprocure.gov.in/eprocure/app>), vendors need to register on E-Tender 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. For further details, please visit the website/e tender portal, and click on the 'Register Me' tab on the Home Page), and follow further instructions as given on the site.

Pay Annual Registration Fee as applicable.

**Note:** After successful submission of Registration details and Annual Registration Fee (as applicable), please contact the company providing e-tender. Helpdesk (as given below), to get your registration accepted/activated.

Helpdesk	
Telephone	0120-4001002, 0120-4001005, 0120-6277787.
E-mail ID	Technical support: <a href="mailto:eproc@nic.in">eproc@nic.in</a> , <a href="mailto:cphp-doe@nic.in">cphp-doe@nic.in</a>

BSNL Contact:

BSNL Contact-1

Shri. P. Jaimurugan, DE (TXM-P1)(MMN/KBM/CPT/MDK)  
Telephone 044-27452209, E-mail ID – [detxmp1@gmail.com](mailto:detxmp1@gmail.com)

BSNL Contact-2

Shri. S. Senthil Kumar, DE (TXM-P2) (KCM/SPD)  
Telephone 044-27235566, E-Mail ID - [detxmspd@gmail.com](mailto:detxmspd@gmail.com)

**A . Technical Bid envelope**

**i. Submission of Mandatory documents (online submission) :**

- (a) Scanned copy of EMD in the form of DD/BG if Applicable
- (b) Signed copy of **Tender Document each and every page** (118 pages), Corrigendum and Addendums.  
(Note : Downloaded Tender document should be signed and uploaded)
- (c) Scanned copy of **MSME Certificate**.  
(Note: The MSME bidders are exempted from payment of Tender fee )

A proof regarding valid registration with body specified by Ministry of micro, small & medium Enterprises for the tendered items will have to be attached along with bid.

**“Micro and Small Enterprise (MSE) bidders should submit their valid Udyam Registration Certificate indicating URN (Udyam Registration Number) issued from MSME in order to avail the benefits available to MSEs as contained in Public Procurement Policy for MSEs.URN certificate should broadly cover the Equipment /services offered in tender.”**

If a vender registered with body specified by Ministry of Micro, small & Medium Enterprise claiming concession benefits is awarded work by BSNL and subsequently fails to obey any of the contractual obligations, he will be debarred from any further work/contract by BSNL for one year from the date of issue of such order.

- (d) Scanned copy of DD/Banker’s Cheque –**Tender document fee**.(If Applicable)
- (e) The copy of the **2 Years experience certificate** duly attested by a Gazetted Officer or any officer of BSNL not below the rank of DE/CAO, from Contractors, having office @ Chennai, having experience in Telecom Optical Fibre cable laying, OF cable fault attending work and allied activities for any 2 years in BSNL or in any OF network of other telecom provider.

**ii. Submission of Eligibility documents:**

- a) Scanned copy of EMD in the form of DD/BG if Applicable.
- b) Scanned copy of Tender Document Fee (If Applicable)
- c) Scanned copy of the Registration in the case of proprietorship concern, Scanned copy of certificate of incorporation, Articles of Association and Memorandum of Association in the case of Company. Authenticated copy of Partnership Deed in case of Partnership Firm.
- d) Duly filled and signed in Bid form, as per Section 8 Proforma 12.
- e) Duly signed **“UNDERTAKING & DECLARATION**(Section 8 Proforma 1).
- f) Address of Bidder’s Office within Chennai with proof.
- g) Duly filled and signed in Tenderer’s profile, as per Section 8 Proforma 11 of the Tender Document.
- h) Scanned copy of Original **“Power of Attorney”**(Registered) in case a person other than the Tenderer has signed the Tender Document.

- i) In case of partnership firm, A Declaration duly signed by all the partners nominating one of the partners to participate and Execute the tender.
- j) Duly filled in “No near relative certificate” (Section 8 Proforma 2) from all partners.
- k) Duly filled in – “Declaration regarding not blacklisting/not debarring from taking part in Govt. Tender by any BSNL unit/GST/PSUs” (Section 8 Proforma 4).
- l) Scanned copy of Goods and Services Tax registration certificate
- m) Scanned copy EPF Registration Certificate.
- n) Scanned copy ESI Registration Certificate.
- o) Certificate of Minimum Wages as per Section 8-Proforma 10
- p) Undertaking form for labour license Section 8 – Proforma 13.
- q) Scanned copy of ITR of last 3 Financial years. (2019-20,2020-2021,2021-2022)
- r) Scanned copy of PAN Card.
- s) Audited Certificate for Annual financial turnover during the last 3 Financial years, (2019-20,2020-2021,2021-2022) , and the average turnover should be at least 30% of the annual estimated cost of Rs. 1,36,00,000/- i.e., Rs. 40,80,000 (i.e. 30% of the annual estimated cost of the tender).

**Or**

Scanned copy of solvency certificate from the banker of the tenderer : for work costing upto 20 lakhs –solvency certificate should be of Rs. 5 lakhs. For works costing more than 20 lakhs – solvency certificate should be of Rs.10 lakhs. The solvency certificate shall not be older than 3 months from the date of issuing of NIT.

**B. Financial Bid (Price Bid) as per the format in Section 7 Part B (on-line submission).**

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

**C. Offline Submissions (physical documents submission) :**

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

- (i) EMD in the form of DD/BG if Applicable.
- (ii) Tender Document Fee if applicable,
- (iii) Original Power of Attorney in accordance with Clause No. 13.3 of Section 4 Part A for authorization for executing the Tender, if required.

**Note:**

- (i) If some document is not applicable for the bidder then he has to upload scanned copy of paper mentioning ‘**The document <name> called vide clause \_\_\_\_\_ is not applicable to us.**
- (ii) If document asked for contains more than one page then all those pages may be uploaded in one PDF file.

**5. Price Schedule /Schedule of Quoting Rates**

Utmost care may kindly be taken to upload price schedule / Schedule of Quoting Rates. Any change in the format of Price Schedule / Schedule of Quoting Rates file shall render it unfit for bidding. Following steps may be followed-

1. Down load Price Schedule / Schedule of Quoting Rates.

2. Fill rates in down loaded Price Schedule / Schedule of Quoting Rates

**3. If At Par is preferred please quote 0%. The selected column may be Excess or Below** which will not have any impact.

4. Save filled copy of downloaded price schedule / Schedule of Quoting Rates file in your computer and remember its name & location for uploading correct file (duly filled in) when required.

For further instructions, the vendor should visit the home-page of the e tender portal (<https://eprocure.gov.in/eprocure/app>). The compatible support software (PDF Converter, Java, etc) for online bid submission may be downloaded from E-tender portal or anywhere else.

The help information provided through 'E- TENDER PORTAL User-Guidance Center' is available in three categories – Users intending to Register / First-Time Users, Logged-in users of Buyer organizations, and Logged-in users of Supplier organizations. Various links are provided under each of the three categories.

### **Important**

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

**6. The special instructions to contractors/Bidders for e-submission of bids online through (<https://eprocure.gov.in/eprocure/app>)** which are mentioned below for ready reference-

1. Bidder should do the registration in the tender site (<https://eprocure.gov.in/eprocure/app>) name using the option available. Then the Digital Signature registration has to be done with the e-token, after logging into the site. The e-token may be obtained from one of the authorized Certifying Authorities such as NIC Certifying Authority (NICCA)/MTNL/SIFY/TCS / nCode/eMudhra.
2. Bidder then login to the site thro' giving user id / password chosen during registration.
3. The e-token that is registered should be used by the bidder and should not be misused by others.
4. The Bidders can upload well in advance, the documents such as certificates, purchase order details etc., under **My Documents** option and these can be selected as per tender requirements and then send along with bid documents during bid submission.
5. After downloading/getting the tender schedules, the Bidder should go thro' them carefully and then submit the documents as asked, otherwise, the bid will be rejected.
6. If there are any clarifications, this may be obtained online thro' the tender site, or thro' the contact details. Bidder should take into account of the corrigendum published before submitting the bids online.
7. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender schedule and they should be in PDF/xls/rar/dwf formats. If there is more than one document, they can be clubbed together.
8. The bidder reads the terms & conditions and accepts the same to proceed further to submit the bids.
9. The bidder has to submit the tender document online well in advance before the prescribed time to avoid any delay or problem during the submission process.
10. After the bid submission, the acknowledgement number, given by the e-tendering system should be printed by the bidder and kept as a record of evidence for online submission of bid for the particular tender.
11. The **Tender Inviting Authority (TIA)** will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders.



12. The bidder should see that the bid documents submitted should be free from virus and if the documents could not be opened, due to virus, during tender opening, the bid is liable to be rejected
13. The time settings fixed in the server side & displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system. The bidders should follow this time during bid submission.
14. All the data being entered by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission & not be viewable by any one until the time of bid opening. Overall, the submitted tender documents become readable only after the tender opening by the authorized individual.
15. The confidentiality of the bids is maintained since the secured Socket Layer 128 bit encryption technology is used. Data storage encryption of sensitive fields is done.
16. The bidders are requested to submit the bids through online e-tendering system to the TIA well before the bid submission end date & time (as per Server System Clock).
17. **The bidder should logout of the tendering system using the normal logout option available at the top right hand corner and not by selecting the (X) option in the browser.**

## 7. Key Instructions for Bidders

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 E-TENDER PORTAL.
2. Register your organization on E-TENDER PORTAL well in advance of your first tender submission deadline on E- TENDER PORTAL.
3. Get your organization's concerned executives trained on E- TENDER PORTAL using online training module well in advance of your tender submission deadline on E- TENDER PORTAL.
4. Submit your bids well in advance of tender submission deadline on E- TENDER PORTAL, as there could be last minute problems due to internet timeout, breakdown, etc.

(BSNL should not be responsible for any problem arising out of internet connectivity issues). While the first three instructions mentioned above are especially relevant to first-time users of E- TENDER PORTAL, the fourth instruction is relevant at all times.

## 8. Minimum Requirements at Bidders end

- Computer System with good configuration (Min P IV, 1 GB RAM, Windows XP)
- 2 Mbps Broadband connectivity with UPS.
- Microsoft Internet Explorer 11.0 or above
- Digital Certificate(s) for users.

### 1. E-Reverse Auction

E-Reverse Auction would be conducted on Unit/ total package/ 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:

<b>Sl. No.</b>	<b>Parameter</b>	<b>Value</b>
<b>1</b>	Date and Time of Reverse-Auction Bidding Event	Will be intimated to Technically Responsive bidders after the opening of Financial-bid
<b>2</b>	Duration of Reverse-Auction Bidding Event	.....( Typically 1 to 2 ) Hours
<b>3</b>	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
<b>3.1</b>	Pre-defined Time-Duration	..... xx Minutes(Typically 05 minutes)
<b>3.2</b>	Time-Duration of Automatic extension	.....yy Minutes (Typically 10 minutes)
<b>3.3</b>	Maximum number of Auto-Extensions	.....nn Automatic Extensions. (Typically 04 to 06 extensions)
<b>4</b>	Criteria of Bid-Acceptance	Beat on Starting last quoted Price', as well as, 'Beat on Rank-1 Bid Value'
<b>5</b>	Entity – Start-Price	Unit/ total package/ net cost to BSNL (To be decided by planning cell)
<b>6</b>	Minimum Bid-Decrement	.....( Value in Currency) To be decided by planning cell
<b>7</b>	Display of 'Pseudo Identity' of Bidders during bidding period	To all Bidders, as well as, BSNL's officers
<b>8</b>	Display of Bidder's own current Rank	Yes

**Note :**Parameters at S. No. 5 & 6 shall be confirmed after opening & evaluation of Financial bid parts. In case if e-Reversal process is not possible due to any reasons, Manual negotiation process shall be conducted, as per existing rules/guidelines.

**SECTION-5**  
**Part A**  
**GENERAL (COMMERCIAL) CONDITIONS OF CONTRACT**

**1. APPLICATION**

The general condition shall apply in contracts made by the BSNL for the procurement of goods/equipment/services.

**2. STANDARDS**

The goods/equipment/services supplied under this contract shall conform to the standards prescribed in the Technical Specifications mentioned in Section -3.

**3. JOB**

Divisional Engineer, Transmission Maintenance Peripheral –I, BSNL, Chennai Telephones, on behalf of the General Manager (Transmission) BSNL, Chennai Telephones invites E-Tenders for the works of identifying, attending and clearing faults that may occur anywhere in the Optical Fibre Cable Conventional/Duct/ Over Head Routes pertaining to Transmission Maintenance in the TXM areas of DE TXM Peripheral –I & II [Chengalpattu, Maduranthakam, Maraimalai Nagar, Kelambakkam, Kancheepuram and Sriperumbudur] of Chennai Telephones, involving Trenching, PLB pipe laying, Optical fibre Cable pulling and Overhead laying of OF cables over erected posts /existing supports and associated works and detailed patrolling over these routes, involving identification of the existing Optical fibre Cables and coordination with other External underground agencies performing activities in the routes so as to safeguard and protect the existing cables from their activities in the Routes.

It is expected that approximately 11100 Meters of Trenching, PLB Pipe laying, optical fibre cable pulling, approximately 4000 nos of pits of Excavating for fault tracing up to a depth 2 meters, width 0.5 metre, length 1 m ,back filling, compacting and removing excess earth from site., approximately 150 nos Digging of pit for jointing chamber, supply and fixing of precast RCC chamber with clean quarry dust, placing of Pre-cast RCC slabs on RCC chamber and back filling of jointing pit., approximately 150 nos opening manhole covers, picking up OFC coils/splicing kits and closing the manhole after splicing is completed, including the supply of clamps and fixing kits to the inner wall of the man hole, approximately 50 nos of 2F/4F splicing, approximately 400 nos of 6F/12F cable splicing , approximately 800 nos of 24F cable splicing, approximately 150 nos of 48F single fiber cable splicing and approximately 4500 meters of O/H laying of OF cable over erected / existing support and associated works for the purpose of attending OFC Route Faults as corrective measures and about 4000 Man-days of detailed patrolling over the OFC routes as preventive measures is required to be executed for one year in TXM areas of DE TXM Peripheral – I & II [Chengalpattu, Maduranthakam, Maraimalai Nagar, Kelambakkam, Kancheepuram and Sriperumbudur] of Chennai Telephones.

However, this is a tentative figure and the actual quantum of works may vary according to practical considerations and requirements.

BSNL reserves the right to decrease or increase the works specified in the schedule of requirements without any change in the rate or other terms and conditions . During the Tender period any division /any jurisdiction can be added or subtracted.

The Tenderers should be in a position to complete the entire works involving trenching, PLB pipe laying, excavation of Joint Manholes, Erection of Joint Rings, OFC Pulling, erection of post, O/H laying of OFC and allied works for the purpose of attending and clearing of OFC Route Faults in a particular location of fault within six hours on identification and localization of the fault, so as to enable for the complete restoration of the OFC systems functioning on the route within this period.

#### **4. Postponement of Tender opening:**

Whenever it is considered necessary to postpone the opening date of tenders the same will be communicated to the bidders through <https://etenders.gov.in/eprocure/app>.

#### **5. SIGNING OF THE CONTRACT AGREEMENT**

The successful tenderer shall be required to execute an Agreement on a non-judicial stamp paper of Rs.100 /- (Rupees One hundred only) at his cost and in the form annexed hereto. In the event of failure of the Tenderer to sign the agreement within 14 days of being called upon to do so after the acceptance of the tender, Chennai Telephones and the offer treated as cancelled.

#### **6. PERFORMANCE SECURITY**

6.1 The successful tenderer(s) whose tender(s)is /are accepted by Chennai Telephones (including MSEs) who are registered with the designated MSME bodies, like National Small Scale Industries Corporation etc. shall furnish performance security to the BSNL for an amount equal to 3% of Approved value of Tender.

6.2 The proceeds of the performance security shall be payable to the BSNL as compensation for any loss resulting from the Contractor's/supplier's failure to complete its obligations under the contract.

6.3 The performance security Bond shall be in the form of Bank Guarantee from a Nationalized / Scheduled Bank, and in the proforma provided in Section-8 Proforma 7 of this Bid Document, **valid up to 2 years** from the date of agreement as per format given in Section 8 Proforma 9 on prescribed Judicial paper with stamps of proper value..

6.4 The performance security Bond will be discharged by the BSNL after completion of the contractor's/supplier's performance obligations including any warranty obligations under the contract.

6.5 Additionally, during the period of contract, when the value of the work completed by any of the contractors exceeds the value of the order awarded to him, then from each bill of such contractors, Security Deposit @ 3% of the value of the bill shall be deducted.

6.6 The Performance Security Deposit does not carry any interest. Performance Security Deposit shall be released to the contractors after the completion of all allotted works entrusted to them. The performance security deposit shall be refunded after the settlement of bills of the concerned work executed provided there are no recoveries to be made arising out of poor quality of work, incomplete work and/or violation of any terms and conditions of the contract as stipulated in the bid document. No due certificate from the unit officers are to be obtained. *"No dues certificate needs to be mentioned"*.

#### **7. FORCE MAJEURE**

7.1 If, at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reasons of any war or hostility, Pandemic conditions, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockdowns or act of God

(hereinafter 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 claim for damages against other in respect of such non-performance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such an event come to an end or cease to exist, and the decision of the BSNL as to whether the deliveries have been so resumed or not shall be final and conclusive. Further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reasons of any such event for a period exceeding 60 days, either party may, at its option, terminate the contract.

## **8. DAMAGE TO PRIVATE / PUBLIC PROPERTY AND THIRD PARTY**

- 8.1 The Contractor will be entirely responsible for any or all damages caused in the course of trenching / other works, to the existing underground /overhead installations of Telephones, Electricity, Metro Water, Sewer Pipes, and any public utility etc., and will make good the damages at his own expenses. In the event of his refusing or failing to do so, the Divisional Engineer or his representative shall arrange to get such damages repaired and such cost of repair and damages shall be recovered from the Contractor from any amount due or that may become due to the Contractor.
- 8.2 The Contractor shall at all times hold the BSNL, Chennai Telephones harmless and indemnified against all claims, costs, charges and expenses for which the Principal may be held liable or may incur or pay on account of negligence or misconduct of the Contractor or his servants or any of them and of any persons under his control whether in respect of injury to person or damage to property of any member of the public or any other concern on account of any defect or want of repair in such works or the equipments used by the contractor in connection there with or otherwise and against all claims and demands thereof.
- 8.3 The Contractor will also hold the BSNL, Chennai Telephones indemnified against all claims arising out of accidents/deaths of his labours or any other third party caused by the Contractor's negligence or by accidental electrocution etc. The compensation payable in all such cases should be borne by the contractor. The contractor should make available all safety devices / mechanism to his labour force and is solely responsible for safety of his labourer.

## **9. DAMAGE OF OPTICAL FIBRE CABLES AND LOCAL CABLES BY B.S.N.L. CONTRACTORS**

During the course of attending the fault if the B.S.N.L Contractors are damaging the B.S.N.L Optical Fibre Cable during Excavation, fault attending work, the contractor agrees to pay Rs. 50000/-(Rupees fifty thousand only ) per fault for levying both penalty and compensation.

During the course of attending the fault if the B.S.N.L Contractors are damaging the other Private operator Optical Fibre Cable during Excavation work the contractor agrees to pay Compensation as decided by the private operator. The penalty shall be governed by clause No, 21.5.3 of Section 5 Part B of this tender document.

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

## 10. ARBITRATION

I. 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 invoke 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)	No. of Arbitrator	Appointing Authority
Upto Rs.5 crores	Sole Arbitrator to be appointed from a panel of Arbitrators of BSNL	BSNL
Above Rs.5 crores	3 Arbitrators	One Arbitrator by each party and the 3rd arbitrator, who shall be the presiding Arbitrator, by the two Arbitrators. BSNL will appoint its arbitrator from its panel

3. Neither party shall appoint its serving employee as arbitrator.
4. If any of the Arbitrators so appointed dies, resigns, becomes incapacitated or withdraws for any reason from the proceedings, it shall be lawful for the concerned party/arbitrators to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor had left it both parties consent for the same; otherwise, he shall proceed de novo.
5. Parties agree that neither party shall be entitled for any pre-reference or pendentelite interest on its claims. Parties agree that any claim for such interest made by any party shall be void.
6. Unless otherwise decided by the parties, Fast Track procedure as prescribed in Section 29 B of the Arbitration Conciliation Act, 1996 for resolution of all disputes shall be followed, where the claim amount is upto 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 award ( <i>counted from the date the tribunal enters upon the reference</i> )
Upto 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 Chennai TD 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.

II. In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contracts between Central Public Sector Enterprises (CPSEs)/Port Trusts inter se and also between CPSEs and Government Departments/Organization (excluding

disputes concerning Railways/Income Tax/Customs & Excise Departments), such dispute or difference shall be taken up either party for resolution through Administrative Mechanism for Resolution of CPSEs Disputes(AMRCD) as mentioned in DPE OM No. 4(1)/2013-DPE(GM)/FTS -1835 dated 22.05.2018.

### III. APPLICABLE LAW AND JURISDICTION

- (A) The supply order for Goods or Services, including connected with this supply order shall be governed by the Indian Law both substantive and procedural, for the time being in force and shall be subject to the exclusive jurisdiction of Indian Courts at the place from where the Purchase Order has been placed.

### 11. SET OFF

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

### 12. COURT JURISDICTION

12.1 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.

12.2 Where a contractor has not agreed to arbitration, the dispute/ claims arising out of the Contract/ PO entered with him shall be subject to the jurisdiction of the competent Court at the place from where Contract/ PO have been issued. Accordingly, a stipulation shall be made in the contract as under.

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

*Note:- 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.*



## SECTION-5

### Part B

#### SPECIAL CONDITIONS OF CONTRACT

#### 1. Definitions

- 1.1 ‘Contract’ means the documents forming part of the Tender and acceptance thereof, together with all the documents referred to therein, including General and special conditions of contract, schedule of items / works in the attached specifications. All those document as applicable taken together shall be deemed to form one contract.
- 1.2 The ‘Tender Document’ means the form of Tender consisting of conditions of contract, construction specification.

1	BID form
2	E-Tenderer’s Profile
3	Certificate for No relative in BSNL
4	EMD (Earnest money deposit)
5	Under taking and Declaration
6	Performance Security bond form
7	Mandate form for transfer of payment through Electronic Clearance/ Electronic Fund transfer
8	Sample form of Agreement
9	Letter of Authorization for attending BID opening event
10	Certificate of minimum wages
11	Declaration on No Black Listing
12	Specification of Documentation
13	Exchanges covered under TXM areas of DE TXM Peripheral –I & II [Chengalpattu, Maduranthakam, Maraimalai Nagar, Kelambakkam, Kancheepuram and Sriperumbudur]

- 1.3 The “Works” means that work described in the tender documents in individual works orders and / or accompanying drawings and specifications as may be issued from time to time to the contractor by the Engineer-in-charge within the power conferred upon them including all modified or additional works and obligations to be carried out either at the site or at any Factory work shops or other place as required for the performance of the contract.
- 1.4 The “Site” means the lands and / or other places on, in, into or through which the work is to be executed under the contract or any adjacent land, path or street which may be allotted to or used for the purpose of carrying out the contract.
- 1.5 The “Contractor” means the individual, firm or company whether incorporated or not undertaking the work and shall include the legal, personal representatives of such individuals or the persons comprising the firm or company or the successors of the firm or company and the permitted assigns of such individual or firm or company.
- 1.6 The Principal means BSNL, Chennai Telephones.
- 1.7 The Chief General Manager means the Chief General Manager, BSNL, Chennai Telephones, for the time being of the BSNL, Chennai Telephones and his successors.

The General Manager (Transmission Maintenance) means the General Manager (Transmission Maintenance), for the time being of BSNL, Chennai Telephones and his successors.

- 1.8 DGM, Transmission Maintenance means the Deputy General Manager, Transmission Maintenance for the time being of BSNL, Chennai Telephones or his successors.
- 1.9 The Divisional Engineer means the Divisional Engineer, Transmission Maintenance of that area for the time being of BSNL, Chennai Telephones or his successors.
- 1.10 Representatives of the Divisional Engineer mean the Officers and staff for the time being in the BSNL, Chennai Telephones deputed by the Divisional Engineer for supervising the work.
- 1.11 Engineer-in-charge or Executive Authority means Divisional Engineer or the Sub Divisional Engineers/Junior Telecom officers working under his control.
- 1.12 Work order will be issued by concerned Divisional Engineer Transmission Maintenance maintaining that SDCA on monthly basis and sub division wise and Payment of bills will be made by Account officer (Works).

## 2. (A) ISSUE OF WORK ORDERS AND TIME LIMIT

**Separate work orders will be issued for maintenance, rehabilitation / upgradation, Tracing of OF Cable Fault, and OF Cable laying works.** The work order shall be issued so as to include all terms of works of OF Cable laying, Rehabilitation and OF Cable Maintenance including attending OF Cable Faults of the divisions and associated works on “turnkey” basis under the instructions from GM/DGMs Transmission. The quantities are subjected to change / variation without any notice subject to availability of required materials and funds. The up-gradation/rehabilitation work will be to ensure that the network becomes rehabilitated and the network gets upgraded completely against the work order. This makes it possible for ensuring end-to-end testing of each fibre in OF cable. The contractor shall organize the work in such a way so as to deliver *meaningful output* of requisite quality within shortest possible time. If there is a trench common to number of UG/OF cable works, which are to be given in different work orders, the common trench may be given in one work order and in other work orders only for laying/pulling of OF cables in that common trench and other works shall be mentioned.

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

- (i) In the case of attending to OF cable fault work and maintenance, Rehabilitation / Up-gradation and OF Cable laying/pulling works, the following shall apply:
  - (a) Whenever fault occurs, the concerned BSNL unit shall inform the contractor by SMS or over phone or by email about the location and the details of the fault. **The contractor should respond to the calls immediately for attending to OF cable fault work & maintenance and commence the work: (i) within 2 hours during 6. A.M. to 8 P.M. and (ii) within 5 hrs during 8 P.M. to 6 A.M.** The nature of work covered by this tender includes excavating and reinstating pits on various kinds of Soils and surfaces covering all types of cables and also duct routes. No tools will be supplied by the BSNL for excavation of pits and reinstatement.
  - (b) The contractor shall deploy appropriate work force for various activities which is

based on the nature of work being executed .

- (c) Necessary arrangement for watchman and security should be arranged by the contractor whenever required. Necessary arrangements for watch and ward should be provided in case OF faults are carried over.
- (ii) 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".
- (iii) This award of work contract does not confer any right to appointment in BSNL.
- (iv) 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.
- (v) The contractor should ensure that all workmen involved should be covered by appropriate insurance scheme. In case any workman supplied by the contractor suffers injury/damage or meets with an accident during the discharge of duty the entire cost of compensation should be borne by the contractor and BSNL Chennai Telephones will stand indemnified against any claims/ damage /Compensation. The sole responsibility for any legal or financial implication against such claims would vest with the contractor only. BSNL shall have no liability whatsoever.
- (vi) Debarring Conditions (leads to termination of contract):-
  - a. The near relatives of BSNL employees either directly recruited or on deputation are prohibited from participation in this tender. (Certificate to be given. Ref. Section –8 Proforma 2)
  - b. The contractor shall not engage any person below 18 years of age and above 58 years of age.
  - c. For any violation of Labour Laws.
- (vii) If due to any reason, partial work order is to be issued then the same shall be issued with the approval of an officer not below the rank of Addl.GM/DGM.
- (viii) The Assistant General Manager/Divisional Engineer shall mention the time limit to execute the work order after seeing the quantum of work and store availability position.
- (ix) BSNL reserves the right to cancel or modify the scope of work stipulated to be carried out against the work order in the event of change of plan necessitated on account of technical reasons or in the opinion of work order issuing authority or Area PGM/Sr.GM/GM/Addl.GM/DGM, that the contractor is not executing the work at the required place.

## 2. **(B) EXTENSION OF THE TIME LIMIT**

### **General**

- (a) In each Work Order, the Work Order issuing Authority shall specify the time allowed for completion of work consistent with the magnitude and urgency of work. The time allowed for carrying out the work is to be strictly observed by the Contractor and shall be reckoned from seventh day from the date of issue Work Order.
- (b) In as much as “the time being deemed to be the essence of contract”, throughout the stipulated period of contract, the work is to be proceeded with all due diligence on the part of the Contractor.

### **Application for Extension of the Time and Sanction of Extension of Time (EOT)**

- (c) There may be some hindrances, other than covered under *force majeure*, while execution of work and in such cases the Contractor shall apply in writing in the prescribed form as given in Annexure-C) to the Engineer-in-Charge for extension of time (EOT), on account of

which he desires such extension within three days of occurrence of hindrance. The Engineer-in-charge shall forward the request to the Competent Authority (an Officer of the Rank of JAG level in-charge of work) with his detailed report and photocopy of the Hindrance Register, in the prescribed form (Annexure D) within three days of receipt of request from the Contractor. The Competent Authority is empowered to grant extension of time for completion of work on certain conditions. He shall exercise such powers, if the following conditions are satisfied.

- 1) The application contains the ground(s), which hindered the Contractor in execution of work.
  - 2) The Engineer-in-charge is of the opinion that the grounds shown for extension of time are reasonable.
- (d) The Competent Authority shall consider the request keeping all the facts and circumstances in view and shall grant extension of time, if in his opinion, there are reasonable and sufficient grounds for granting such extension and the reasons for delay are not ascribable to the Contractor.
- (e) The Competent Authority may also grant extension of time for completion of work in cases where reasons for delay are ascribable to the Contractor, but such extension of time shall be with LD charges as per Clause dealing with penalty for delays in execution of works. The extension of time with LD charges shall be issued under the signature of JAG level Telecom. Officer competent to grant the extension of time.
- (f) The Competent Authority shall grant EOT with time period completion of work expressly mentioned. The sanction of the Competent Authority of EOT shall be issued under the signature of the Engineer-in-charge.
- (g) If the Competent Authority is of the opinion that the grounds shown by the Contractors are not reasonable and sufficient and declines to grant the extension of time, the Contractor cannot challenge the soundness of the opinion by reference to Arbitration. The decision of the Competent Authority on period of extension of time or refusal for extension of time shall be final and binding on the Contractor.

## **2.(C) Grant of Extension of Time without Applications**

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

## **3. MEASUREMENT, INSPECTION, TESTING AND ACCEPTANCE TESTING**

### **3.1 Measurement**

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

### **3.1.2 Responsibility of taking and recording measurements**

The measurement of various items of work shall be taken and recorded in the measurement book issued with each work order. The measurement shall be taken and

recorded by an officer not below the rank of Junior Telecom Officer, supervising the work. The Junior Telecom Officer/Sub Divisional Engineer directly responsible for supervision of work shall be responsible for accuracy of 100% of measurements. The Sub Divisional Engineer where junior Telecom Officer is supervising Officer shall be responsible for conducting test check of 50% of measurements. The Divisional Engineer shall be responsible for conducting test check of 10 % of measurements.

**3.1.3 Method of recording of nomenclature of items**

Complete nomenclature of items, as given in the agreement are be reproduced in the measurement book for recording the measurements but corresponding Item code as provided, shall be used.

**3.1.4 Method of measurements**

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

**Measurement of depth of trenches**

The cable routes of one work order shall be divided into a number of segments each of maximum 200 meters length bounded by identifiable landmarks at both the ends of the segments. If landmarks are not available, length of segment may be maintained at 200 meters. The measurements of depth shall be recorded at each Point of Measurement (POM) in the measurement book in meters in the multiple of 5 Cms. For example 97 Cms will be recorded as 95 Cms and 103 Cms as 105 Cms. The points of measurements shall be at a distance of 10 meters starting from 0 (Zero) Meter. For example, if the length of segment is 75 meters, the POMs shall be at 0 M, 10 M, 20 M, 30 M, 40 M, 50 M, 60 M, 70M. The last POM shall be at 75th M to be recorded against Residual POM. The efforts required to excavate trenches is not proportionate especially with reference to depth. Therefore, normally the workers tend to dig shallow trenches. As standard depth of the trench is important for future life and protection of cables, this tendency has to be discouraged. In order to encourage the contractor to achieve best possible depth in the face of site constraints, the following scale of payment shall be applied for digging trenches of lesser depths, subject to condition that relaxation has been granted by the competent authority for lesser depths.

**i. For Ordinary type of soil**

**Depth between Reduction in rate**

<165 Cms.	to	≥	150 Cms.	<b>5%</b>	of approved rates
< 150 Cms.	to	≥	130 Cms.	<b>12.5%</b>	of approved rates
< 130 Cms.	to	≥	100 Cms.	<b>25%</b>	of approved rates
Below 100 Cms. 40% of approved rates					

**Measurement of Lengths and profiles of strata and protection:**

The payment for the sub-normal depths shall be calculated as per the formula mentioned below.

$$P = \frac{(100 - ROR) \times RA \times D}{165}$$

- P - Payment for 1 Meter
- ROR - Reduction in Rate in % as applicable as per tables given above
- RA - Approved rate of Trenching per Meter
- D - Measured Depth in Centimetres

The measurements of length of trenches are on running meter basis in ordinary soil.

**ii. For Rocky type of soil**

In case of Rocky type of soil for digging trenches of lesser depths payment shall be made on pro rata basis subject to condition that relaxation has been granted by the competent authority for lesser depths.

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

Measurements of length of cable, the length of cables laid in trenches, through pipes and through ducts shall be measured by use of RODO Meter / Measuring Tape. The length should be cross verified with the marking of lengths on the cables. The lengths shall be recorded in sheet provided in the measurement book.

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

Digging of joint pit and preparation of joint chamber along with its type i.e. Brick chamber or Pre Cast RCC type. Fixing, Painting and Sign Writing of Route/Joint Indicators.

- 3.1.5** The contractor shall sign all the measurement recorded in the measurement book. This will be considered as an acceptance by the contractor, of measurements recorded in the MB. In case contractor fails to attend at the measurements or fails to countersign or to record the difference within a week, then in any such events the measurements taken by Engineer-in-charge or by the subordinate as the case may be shall be final and binding on the contractor and the contractor shall have no right to dispute the same.
- 3.1.6** The Divisional Engineer before passing the bill for sections covered by each set of measurement may carry out test check by re-opening trench at as many locations as necessary as specified in document 'procedures for underground cable construction' and bills will be passed only when he is personally satisfied of the correctness of entries in the "Measurement Book" and also when he is satisfied of other aspects of the work as per the terms of the contract. The contractor shall provide the necessary assistance of labour for re-opening of trench for test check by the Divisional Engineer. Separate payment shall not be made to the contractor for excavation of such test checks; however such test pits shall not be more than 10% of the cable laying work normally by DE and up-to 100% for inspection if necessary.
- 3.1.7** Measurement of the work of cable pulling through pipe/duct will be taken equal to the length of the pipe through which the cable has been pulled and not the total length of the cable pulled through pipe/duct.
- 3.1.8** It is recommended that the contractor maintains a Work book for the measurements of Offset and depth for each of the section / route. This book should be available with his supervisor for on-site measurements. The book is to be procured by the contractor himself.

## **3.2 Inspection, Quality Control**

### **3.2.1 The Quality of Works**

The importance of quality of Optical Fibre Cable Construction works cannot be overemphasized. The quality and availability of long distance media and efficiency of the reliable media connectivity to exchanges depends up on quality of laying of Optical Fibre Cable. Further, the OF cable are vulnerable to damages due to work of other agencies.

**3.2.2** The quality of O.F. cable plant depends upon the quality of individual items of work involved viz. Depth of Cables laid, care while pipe & laying, protection, joining to Cables and Terminations in equipment room and at last but not the least on documentation of Cable network. In order to ensure quality in Cable Construction work, each component of work needs attention. The works shall be carried out strictly in accordance with specifications laid down to achieve the requisite quality aim.

**3.2.3** It is imperative that the contractor(s) is/are fully conversant with the construction practices and shall be fully equipped to carry out the work in accordance with the specifications. The contractors are expected and bound to ensure quality in construction works in accordance with specifications laid down. The contractor shall engage adequate and experienced supervisors to ensure that works are carried out as per specifications and with due diligence and in a professional manner. The contractors shall satisfy himself / themselves that the work conforms to the quality specifications before offering the same to A/T Wing for Acceptance and Testing.

**3.2.4** An assessment of extent of interest shown by the contractors in executing the works with requisite quality shall be recorded and used in evaluating the Contractors performance Rating (CPR).

**3.2.5** In addition to Acceptance testing being carried out by A/T Wing and supervision by construction officer, all works at all times shall be open to inspection of the BSNL. The contractors shall be bound, if called upon to do so, to offer the works for inspection without any extra payment.

**3.2.6** The routes are subjected to Acceptance testing / Inspection by BSNL Officers. If during such Inspection it is found that depth reading is varying from actual by more than 5 cms., the depth measured during A/T or Inspection shall be taken as valid and pro-rata payment as per Clause 3.1.4 for that section shall be made.

### **3.3 Testing and Acceptance Testing (if applicable) (for Dev. Work).**

**3.3.1** The work shall be deemed to have been completed only after the same has been accepted by the A/T Officer. The contractor shall make test pits at the locations desired by A/T. Officer for conducting test checks without any extra payment. The contractor shall restore the pits after test measurements to its original shape. **The contractor shall be responsible to provide Vehicle for Inspection, measurement tools and testers for conducting various tests.**

#### **3.3.2 Scope of Acceptance and Testing**

The purpose of acceptance and testing is to verify integrity of measurement and quality of development work done. The A/T Officer shall not be responsible for recording of measurements for the purpose of billing and contractual obligations. However, if the measurements taken by A/T Officer are found to be lesser than the measurements

recorded by the officer responsible for recording the measurements, the measurement taken by A/T Officer shall prevail without prejudice to any punitive action against the contractor as per provisions of the contract and the officer recording the measurements. The contractor shall be obligated to remove defects/deficiencies pointed out by the A/T Officer without any additional cost of the BSNL.

### **3.3.3 Offering the work for acceptance and testing**

The Sub Divisional Engineer/JTO responsible for construction, after having satisfied himself of completion of work ready for A/T., shall offer the work to A/T Officer for conducting Acceptance and Testing. The work shall be offered for A/T as soon as part of work is complete in all respects. The work against any work order can be offered for A/T in a number of stages.

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

## **4. WARRANTY**

**4.1** The contractor shall warrant that the material supplied for the work shall be new and free from all defects and faults in material, workmanship and manufacture and shall be of the highest grade and consistent with the established and generally accepted standard for materials of the type ordered and shall perform in full conformity with the specifications and drawings. The contractor shall be responsible for any defects that may develop under the conditions provided by the contract and under proper use, arising from faulty materials, design or workmanship such as corrosion of the equipment, inadequate quantity of materials etc. and shall remedy such defects at his own cost when called upon to do so by the BSNL who shall state in writing in what respect the stores are faulty. This warranty shall survive inspection or payment for, and acceptance of goods, but shall expire except in respect of complaints notified prior to such date, twelve months after the acceptance testing.

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

**4.3** Replacement under warranty clause shall be made by the contractor free of all charges at site including freight, insurance, cost of works and other incidental charges.

**4.4** **The contractor should respond to the calls immediately for attending to OF cable fault work & maintenance and commence the restoration work: (i) within 2 hours during 6. A.M. to 8 P.M. and (ii) within 5 hrs during 8 P.M. to 6 A.M.** The faults which may arise due to poor quality of work (where the depth is less than 165 Cm or due to poor quality Protection Provided etc.,) have to be attended by the contractor during the warranty period at his own cost without any extra payment. Decision in this regard by DE Maintenance shall be final and binding. In the event of contractor not attending the fault within prescribed time, BSNL shall attend the fault and deduct the cost of the same from any of the contractor's bill /deposits.



## 5. ACCEPTANCE OF WORK & MEASUREMENT

- 5.1 The depth and alignment of the trench excavated for purpose of attending OFC faults will be inspected and checked by the Sub Divisional Engineer / Junior Telecom Officer in charge of the route, during course of execution. Only after this inspection and clearance, pipe laying will be carried out. On completion of the pipe laying the concerned SDE / JTO in charge of the route has to again inspect and certify that the pipe laying has been completed according to specification. After this, OFC will be pulled through the PLB pipe laid.
- 5.2 The number of nights during which flood lighting arrangement with Generators provided by the Contractor will be certified by SDE/JTO concerned.
- 5.3 Wherever the excavated trench refilled with clean sand as insisted by local body will be inspected by SDE/JTO in charge of the route and certified accordingly.
- 5.4 The movement and performance of patrolling staff provided by the Contractor will be monitored /checked by SDE/JTO in charge of the work and certified accordingly.
- 5.5 Simultaneously, the location where the OFC Joint to be arranged will be decided and fixed. At that location, the Joint Manhole will be excavated as per specification, followed by erection of RCC joint Rings and covers.
- 5.6 The construction of the Joint Manhole and Erection of Joint Rings will be inspected and checked by the SDE / JTO in charge of the route, as per specification.
- 5.7 After this inspection and clearance, the process of OFC splicing will be commenced and executed by the Splicing team. Then the spliced Cable will be test checked for clearance. Afterwards the Joint will be placed in position inside the rings and closed by filling with clean sand. Then the joint manhole will be closed by the excavated earth and reinstated properly.
- 5.8 Filling of RCC rings with sand and Reinstatement of the Joint Manhole with excavated earth will be checked by the SDE / JTO in charge of the Route, simultaneously, during course of progress of the work and certificated accordingly.
- 5.9 Erection of POSTS / Overhead laying of OF cable will be Inspected and checked by SDE / JTO in charge of the route during the course of progress of work and certified accordingly.
- 5.10 After this inspection / clearance the process of OFC splicing will be commenced and executed by the splicing team. And the spliced cable will be test checked for clearance. After this, the joint will be placed in position either in the rings or in a safe suitable place /support as desired by SDE /JTO in charge concerned.
- 5.11 After permanent restoration of OF Cable fault, the recovery of Tubular Posts erected and OF Cable laid overhead will be inspected and checked by SDE/JTO of SDCA and certified accordingly.
- 5.12 Providing RCC protection shall be carried out as per the specification and will be inspected and checked by SDE / JTO in charge of the route and the measurements will be taken accordingly.
- 5.13 Leading in of OF cable in exchanges / buildings, the leading in route will be decided by SDE / JTO and the execution of leading in as per specification will be inspected and checked by SDE / JTO in charge concerned.
- 5.14 The offset supplied by contractor will be verified and checked at site by SDE / JTO of in-charge concerned.

## 6. AUDIT AND TECHNICAL EXAMINATION

- 6.1 BSNL shall have the right to cause an audit and technical examination of the work and the final bills of the contractor including all supporting vouchers, abstract etc. to be made after payment of the final bill and if as a result of such audit and technical examination any sum is found to have been overpaid in respect of any work done by the contractor under the contract or any work claimed by him to have been done by him under the contract and found not to have been executed, the contractor shall be liable to refund the amount of over payment and it shall be lawful for BSNL to recover the same from him in the manner prescribed in clause with the heading payment of bills (same chapter), or in any other manner legally permissible and if it is found that the contractor was paid less than what was due to him under the contract in respect of any work executed by him under it, the amount of such under payment shall be duly paid by BSNL to the contractor.
- 6.2 Provided that BSNL shall be entitled to recover any sum overpaid, nor the contractor shall be entitled to payment of any sum paid short where such payment have been agreed upon between the Divisional Engineer or his subordinate officer on one hand and the contractor on the other under any term of the contract permitting payment for work after assessment by **the DGM (TXM)** or his subordinate officer.
- 6.3 Any sum of money due and payable to the contractor (including security deposit returnable to him) under this contract may be appropriate by the BSNL for the payment of a sum of money arising out or under any other contract made by the contractor with the BSNL.

## 7. SCOPE OF WORKS (for OF fault clearance)

The works towards attention and clearance of OFC route faults involves, obtaining permission from Local Authorities such as National/State Highways/, Corporation, Municipality, Railways, Police Department & other Local Bodies, in case of requirements for trenching & OFC laying operations.

- 7.1 If required by DE/his representatives, the contractor shall make preliminary survey of the cable route and submit the drawing for approval and onward transmission to other road maintenance authorities for securing permission. The Principal will issue necessary letters of authorization to the contractors to enable them to seek permission from the local authorities such as corporation, Municipality, Traffic Police, State /National Highways etc. In case of difficult situation, co-ordination of the concerned officer of the principal will be extended to interact with the local authorities to obtain the road-cut permission. The Principal against estimates received from these authorities will make necessary payments such as reinstatement charges to the local bodies.
- 7.2 Trenching to the prescribed depth of 1.65 Mts. in all types of soil & roads and laying & jointing of PLB pipes of 40 mm dia where OFC faults being attended to. Excavating pits for fault tracing, backfilling, compacting and removing excess earth from the site .
- 7.3 Replacing existing RCC Trough/RCC pipes/DWC pipes for the entire portion of the trench excavated for purpose of attending the OFC faults.
- 7.4 Supply and provision of RCC Troughs/RCC Pipes/DWC pipes for the portion of site for which the existing ones are damaged or could not be reused.
- 7.5 Pulling of OFC through the PLB Pipes laid (PLB Pipes & OF Cables will be supplied by

- BSNL) conventionally.
- 7.6 Supply and erection of RCC route markers at every 200 meters in case the length of the route for which fault being attended to, is exceeding 200 meters and at curves and road crossings.
  - 7.7 Supply and erection of RCC joint markers, painting and sign writing.
  - 7.8 Excavation of joint manhole for prescribed dimension as per specification & erection of RCC joint rings/covers as per specification.
  - 7.9 Refilling the excavated trenches, with the excavated earth for reinstatement.
  - 7.10 Refilling the trenches with clean sand wherever directed to do so.
  - 7.11 Removal of excess earth/debris to the authorized dumping yard of the local body.
  - 7.12 Collection, transportation, safe custody, accounting of stores and return of surplus material.
  - 7.13 Collection/procurement, Transportation, assembling and erection of AB/A4BC Tubular post / Local Post/GI Pipes
  - 7.14 Overhead laying of OF cable.
  - 7.15 Recovery of erected AB /A4BC Tubular Post /GI Pipes & OF Cable laid overhead and transportation to the specified site.
  - 7.16 Providing RCC protection by trenching, shuttering, reinforcement and laying of concrete including supply and transportation of materials at site.
  - 7.17 Leading in of OF cables in exchanges and buildings using the existing support.
  - 7.18 Supply of offset diagrams (2 nos) for the faults attended.
  - 7.19 Patrolling over the routes to identify the existing OF cables of the routes and to safeguard and protect them from activities being performed by other External U/G Agencies in the routes so as to prevent occurrence of further faults in the routes during the course of activities of such agencies.
  - 7.20 OF cable splicing work of 2F/4F/6F/12F/24F/48F/96F/144F/288F as per the departmental standards for extraordinary urgent restoration of services. Splicing machine will be arranged by the contractors and all other materials like kits and cable will be supplied by BSNL.
  - 7.21 As a part of OFC fault attending /PLB pipe laying and OF cable pulling by Horizontal Directional Drilling ( HDD method )after GPR scanning ,pulling of no of PLB pipes /PIJF cable.
  - 7.22 As part of trenching and fault tracing during OFC fault attending JCB Machinery can be used on hourly/day basis for rectification of faults.
  - 7.23 As part of trenching and fault tracing during OFC fault attending Air Compressor with Jack Hammer on need basis.

## **8. INTERPRETATION OF THE CONTRACT DOCUMENTS**

The General Manager,(Transmission Maintenance) will decide upon the meaning and intent of the Contract Document. In case of disagreement between the GM (Transmission Maintenance) and the Contractor, the dispute will be referred to CGM first and then to the sole arbitrator as provided in the contract. It shall be the contractor's responsibility to thoroughly familiarize of his supervisory

personnel with the content of all the contract documents.

## **9. EXTRA WORK**

“EXTRA WORK” as herein means any work or compliance with any requirements, other than a change, which is not, expressly or implied by the contract documents and which is necessary to be performed for the completion of the contracted work.

The Contractor shall not be entitled to any compensation in addition to the contract price for performance of any work not envisaged under the contract, unless prior to the performance of such work he has received from the GM (Transmission Maintenance) or his representatives, written approval regarding authorization to perform such work, and the compensation payable therefore.

## **10. REPRESENTATIVE OF CONTRACTOR**

The contractor shall personally supervise the work and coordinate with the Principal in the execution of work. He may authorize a person as his Supervisor to represent him to whom the Principal’s representative can make known decisions, authorizations and interpretations. The contractor shall communicate to the Divisional Engineer the name of any such Supervisor along with his specimen signature within 24 hours of the receipt of a work order. Notices given in writing to the supervisor shall be deemed to be notices given to the contractor. The supervisor so appointed should have working knowledge in English and the maistry of a team shall not be considered to be a Supervisor. The Supervisor so appointed shall be provided with communication facility by the contractor so that SDE/JTO OFC Mtce or his authorised supervisory staff can contact him regarding the progress of work at any time. There shall not be any separate/extra payment for the supervisor of the contractor as the work & its payment is based on item wise.

## **11. TOOLS AND OTHER EQUIPMENTS**

11.1 The contractor has to arrange all necessary tools such as Cable Wheels, mechanical Screw Jacks, Duct rod, Danger Lights and Danger flags without any extra cost. Wherever the trenching is done in riding surface of the road, the contractor shall provide barricades at no extra cost. If directed by the local body to do so, the contractor should make and erect a Name board incorporating the details of work at no extra cost.

11.2 In the event of the failure of the contractor to provide the items as required in 11.1 above, the Divisional Engineer or his representatives shall provide such items as are necessary at the cost of the contractor and deduct, the cost of such provisions from any sum, which is due to, may become due to the contractor.

## **12. COMPENSATION FOR DELAY**

12.1 The time allowed for carrying out the work as specified in the work order shall be adhered to strictly by the contractor. The Liquidated Damages of 1% of the amount of the work order for every hour that the work remains unfinished after the target period specified in the work order shall be payable by the contractor which will be deducted from the amount payable.

12.2 In case, the compensation payable as above reaches 5% of the value of the work order, the contractor shall proceed with work further only on getting a written instruction from the GM (Transmission Maintenance) or his duly authorized officer that he is allowed to

proceed further with the work.

- 12.3 If the GM (Transmission Maintenance) or his duly authorized officer is convinced, on the basis of the written report, from the Contractor, and satisfied that, extension or revision is in the interest of the Principal, the Contractor may be allowed to proceed further with the work. The extension / revision is subject to recovery of Liquidated Damages after the target date.
- 12.4 In case of slow progress of work which has been awarded the Principal's interest does not permit extension of time limit the GM (Transmission Maintenance) or his authorized officer shall have the full right to order that the scope of the work order may be restricted to such fraction of the whole of the work and to award the balance of the work to any other Contractor or to execute the work by other means, as is convenient or expedient to the Principal. The decision of the GM (Transmission Maintenance) shall be communicated to the Contractor.
- 12.5 In such an event, no compensation shall be payable by the Principal to the Contractor towards any inconvenience or loss that she/he may be subjected to as a result of such an action by the Principal. If the balance / unexecuted work is entrusted to another Contractor or taken by the Principal himself, the amount paid in excess of which would have been paid to the original contractor had the whole work got done by himself, shall be deducted from any amount due to him by the Principal under this contract or from his Security Deposit.

### **13. COMPLIANCE WITH LAWS AND REGULATIONS**

During the performance of the works the Contractors shall at his own cost and initiative fully comply with all applicable laws of the land and with any and all applicable Bylaws, Rules, Regulations and Orders and any other provisions having the force of law made or promulgated or deemed to be made or promulgated by any Government, Government Agency or Department, Municipal Board, Government or other regulatory or Advisory Body of persons and shall provide all certificates of compliance therewith as may be required by such laws, By-laws, Rules, Regulations, Orders and or Provisions.

### **14. WORKMEN'S COMPENSATION**

In every case in which by virtue of the provisions of Section 12, Sub Section (i) of the Workmen's Compensation Act 1923, the Principal is obliged to pay compensation to workmen employed by the Contractor in execution of the works, the Principal will recover from the Contractor the amount of the Compensation so paid and without prejudice to the rights of the Principal under Section 12, Sub Section (i) of the said Act, and may do so at his discretion on the written request of the contractor and upon his giving to the Principal full security for all costs for which the Principal might become liable in consequence of contesting such a claim. The Principal's discretion in this regard shall be final.

### **15. LABOUR WELFARE MEASURES**

Any failure to fulfill this requirement by the Contractor/Agency shall attract the penal provisions of the contract against them.

### **16.1 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/DE TXM issuing the work order.

### **16.2 Contractors Labour Regulations:**

#### **16.2.1. Working Hours**

- 16.2.1.1. Normally Working Hours of a contract labour/worker 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.
- 16.2.1.2. 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.
- 16.2.1.3. 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.
- 16.2.1.4. 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.
- 16.2.1.5. Where a Contractor is permitted by the Engineer-in-charge to allow a worker to work on a normal weekly holiday, the contractor 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.
- 16.2.1.6. No labour below the age of 18 years and above 58 years shall be employed.

#### **16.2.2. 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.

#### **16.2.3. Payment of Wages:**

- 16.2.3.1. The Contractor shall fix wage periods in respect of which wages shall be payable.
- 16.2.3.2. No wage period shall exceed one month.
- 16.2.3.3. 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.
- 16.2.3.4. 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.
- 16.2.3.5. All wages shall be paid thru' ECS/NEFT/RTGS/Electronic mode only. 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.
- 16.2.3.6. The contractor shall disburse statutory Bonus under the payment of Bonus Act 1965 to the contract workers engaged by them.
- 16.2.3.7. A notice showing the wages period and the bank details and time of disbursement of wages thru' electronic mode shall be displayed at the place of work and a copy sent by the Contractor to the Engineer-in-charge under acknowledgement.
- 16.2.3.8. It shall be the duty of the Contractor to ensure the disbursement of wages under intimation to the site Engineer or any other authorized representative of the Engineer-in-charge who will be intimated with the bank details and time of disbursement of wages thru' electronic mode by the Contractor to workmen.

**16.2.4. Fines and Deductions which may be made from wages**

- 16.2.4.1. 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.
- 16.2.4.2. 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.
- 16.2.4.3. 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.

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

**16.2.5. Labour Records**

16.2.5.1. 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.

16.2.5.2. 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.

16.2.5.3. 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.

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

16.2.5.5 **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 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

16.2.5.6 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.

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

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

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

**16.2.6. Attendance Card-cum Wage Slip**



- 16.2.6.1. The Contractor shall issue an **Attendance Card cum Wage Slip** to each workman employed by him.
- 16.2.6.2. The card shall be valid for each wage period
- 16.2.6.3. 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.
- 16.2.6.4. The card shall remain in possession of the worker during the wage period under reference.
- 16.2.6.5. 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.
- 16.2.6.6. 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.

**16.2.7. 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.

**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.

**16.2.8. 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.

**16.3. 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.

**16.4 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.

**16.5 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.

**17 Submission of Returns**

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

**18 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.

**19 STORES SUPPLIED BY THE B.S.N.L**

The materials like OF Cable, PLB Pipe will be available at SDCA Head Quarters or nearest to the site. The Contractor will arrange to lift the material from the SDCA s Head Quarters or from the nearest place where the stores are stocked to the site where the fault is occurred. All materials supplied to the Contractor by the Principal shall remain the absolute property of the Principal 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 the Principal. All such sites or stores of the Contractor will also be treated as “site” for this purpose. The Contractor must provide adequate security protection for the stores kept in his custody by arranging round the clock security.

**20 PRICE VARIATION**

The rates finalized against this tender shall remain firm during the period of contract. The Principal shall not be responsible for any escalation in prices of labour or materials, equipment what-so-ever or any increase in duties levies or taxes in respect thereof whatsoever and the contracted rates and the Contractor’s obligation shall remain unaffected by such escalation and / or increase.

**21.1 SUBMISSION OF BILLS**

Whenever fault occurs, the concerned BSNL Unit will inform the contractor by SMS or over phone or by email about the location and the details of the fault. Work order for the faults intimated and attended by the contractor during a particular month will be issued for the Sub-Division concerned by the Divisional Engineer on or before 3<sup>rd</sup> day of the following month enclosing an annexure giving details of the measurements and items of the work pertaining to each of the faults carried out by the contractor as measured.

**(a) Procedure for preparation, processing and payment of bills:**

- (a) The contractor will submit one single consolidated bill per SDE/JTO Unit for all the fault restoration work undertaken by him on or before 5<sup>th</sup> day of the following month. Monthly bill should be submitted in the following month for the work carried out in the preceding month.
- (b) The Contractor shall prepare the bills in triplicate with correct schedule of rates, quantum of work, Goods and Services Tax as applicable along with the Goods and Services Tax registration number after Acceptance Testing (wherever applicable) and submit the bills to SDE/JTO In-charge of work.
- (c) The bills must be as per measurements recorded in the measurement book (wherever applicable) and of all the items involved in the work along with documents including

attested copies of GST, EPF & ESI remittance with due validity and submit them to the Sub Divisional Engineers/Junior Telecom Officer, In-charge within one month from the date of completion of the work.

- (d) **While submitting the monthly/development bills to the Authority, the Contractor shall also render documentary evidence each month from Bank such as Transaction numbers of NEFT/RTGS/ECS etc., of receipt of Monthly payment of Minimum Wages to the deployed workforce .The agency shall furnish the names, contact telephone numbers /mobile numbers and address of deployed work force . An undertaking of the deposits of Provident Fund / ESI/Bonus contributions to the deployed workforce made by the Contractor in respect of the workforce under consideration for payment of wages are to be submitted.**
- (e) **The recommended Basic Rates are inclusive of Bonus component,** The Contractor shall duly comply with all Acts, Laws including Minimum Wages Notification, Payment of Bonus Act 1965, Contract Labour (Regulation and Abolition) Act, 1970 or other statutory rules, regulations, bye-laws as applicable or which might be applicable from time to time
- (f) The SDE/JTO in-charge of work shall scrutinize the bill against the works entrusted and accord necessary certificates stating that work has been executed satisfactorily in accordance with specifications and terms and conditions of the contract. The SDE/JTO shall verify the quantities of items of work with reference to measurements recorded in the measurement book (and also A/T reports in case of any deviations noted by A/T officer). The SDE/JTO in-charge of work shall submit the bills, along with other documents mentioned below, with the documents as mentioned hereunder to the Assistant General Manager/Divisional Engineer, in-charge of work.

**(b) SETTLEMENT OF BILLS**

Bills, for the work carried out, will be settled on production of the following Documents with all requisite details: Sub division wise work orders will be issued on monthly basis.

1. Bill in Triplicate in the format provided by the Principal or other suitable format of their own, all the copies being signed by the contractor
2. Complete details of the quantity and nature of each item of work done as well as the stipulated rates.
3. A stamped pre-receipt or Form ACE-18.
4. Proper Certification of the concerned SDE/JTO of Transmission Maintenance in charge of the Route on which the work was executed for correctness of the quantity of all items of the Work, claimed in the Bill and duration of the period of work carried out, as recorded in Log Book / M-Book or Work Register.
5. Statement of Stores received utilization and balance.
6. Copy of the work order issued by the Divisional Engineer
7. The Contractor shall ensure that the Claim for a particular work is preferred within 30 days from the date completion of the respective work.
8. The printed invoice should be serially machine numbered and indicate the service Tax registration number.
9. The bill amount should be written both in Words and in numbers. If there is a difference in the rate the amount given in words shall be taken as final.
10. Payment will be made within reasonable period subject to availability of funds after sanction by the competent authority.
11. Copy of the payment challan of the previous month paid for ESI /EPF with labourers names.
12. Fault docket copy.
13. Certificate by contractor regarding wages paid as per Minimum Wages act along with

bills.

14. Certificate regarding wage disbursement by SDE/JTO.
15. Measurement book with relevant certificates and abstract of measurement.
16. GST paid challan of previous month of the works.
17. Successful bidder will be paid applicable Service tax/GST. Apart from service tax/GST no other tax would be reimbursed. Successful bidder shall provide invoice in conformity with Rules in this regard, to ensure BSNL to avail Cenvat/GST Credit.

#### **21.2.1 Late Submission of Bills and Forfeiture of Bills Claim**

**(a) In case of submission of bills beyond one month by the Contractor, and if the reason(s) for delay in submission of the bills, is/are found to be satisfactory, Sr.GM/GM(TXM) reserves the right to allow additional period of another two months. However, a penalty of 2% per week for the total amount of bill shall be levied subject to a maximum of and shall be deducted on settlement.**

**(b) Bills submitted after three months from date of issue of work order, is liable for rejection and the claim will be forfeited.**

- 21.2.2 Payments shall be made THROUGH ECS/NEFT/RTGS only, for which the Contractor shall be required to provide the mandate, bank details etc. to the paying authority as per E-mandate form as in Section 8-Proforma-13.
- 21.2.3 The Assistant General Manager/Divisional Engineer shall exercise the prescribed checks on the bills and accord necessary certificates on the bills. The Assistant General Manager/Divisional Engineer shall retain the third copy in record and record it in the estimate file/register maintained in his office and send first and second copies with all documents to IFA/DGM/Addl.GM for processing of bills and release of payment.
- 21.2.4 The Works-section of IFA / DGM /ADDL.GM shall process the bills in the file with respect to MO/PR/PO/SES in ERP package (MO/PR in ERP is sanctioned estimate of the concerned work) and scrutinize the bills vis-à-vis work order issued, sanctioned provisions in the estimate etc. The bill shall be passed, after necessary scrutiny by Works Section, by the officer competent to pass the bills. ECS payment for the amount passed in the bill will be issued only after the Contractor gives a stamped pre-receipt for the amount. Details of payment of all the bills shall be entered in to Contractor's ledger by the Paying Authority.
- 21.2.5 *BSNL shall take all necessary steps to ensure that the bills complete in all respects are settled within reasonable period subject to availability of funds.*

#### **21.3 Procedure of Payment for Sub-Standard works:**

- (a) The Contractors are required to execute all works satisfactorily and in accordance with the specifications and as per Directions of Field Officer, If certain items of work are executed with unsound, imperfect or unskilled workmanship or with materials of any inferior description or than any materials or articles provided by him for execution of work are unsound or of a quality inferior to that contracted for or otherwise not in accordance with the contract (referred to as substandard work hereinafter), the Assistant General Manager/Divisional Engineer in-charge shall make a demand in writing specifying the work, materials or articles about which there is a complaint.
- (b) During the progress of the work, the defects/deficiencies noticed shall be reported to Contractor by the JTO/SDE/DE/DGM and the same shall have to be rectified then and there to avoid substandard work. In case the rectification is not done by the Contractor, it shall be got rectified/replaced/removed by BSNL or through some other agency at the risk and cost of the Contractor. If substandard work is found out

at a later date within the warranty period, the Contractor cannot be absolved of the responsibility for substandard work and associated liabilities as above.

- (c) There may be certain items of work pointed out as substandard which may be difficult to rectify and will not materially deteriorate the quality of service, a committee appointed by Competent Authority shall take into account the approximate cost of material/work pointed as substandard and recommend the rates payable for substandard work, which shall not exceed 60% of the approved rates of the item in question.
- (d) Record of substandard work: The items adjudged as substandard shall be entered into the measurement book with red ink.

#### **21.4 DISPOSAL OF EMPTY CABLE DRUMS**

- 21.4.1 The contractor shall be responsible to dispose off the empty cable drums after laying of the cable. The cost of the cable drum has been fixed as Rs.250/- per drum. The cost of empty cable drums shall be deducted from the bill for the work on which the cable along with the drum has been issued or any other amount due to the contractor or from security deposit.
- 21.4.2 The contractor shall be responsible for the accounting of the cable drums issued and shall mention the number of cable drums in the bill so that the amount is deducted from the bills due.
- 21.4.3 The contractor shall not be allowed to dump the empty cable drums in Govt/public place, which may cause inconvenience to Govt/Public. If the contractor does not dispose off the empty cable drums within 3 days of becoming empty, the BSNL is at liberty to dispose off the drum in any manner deemed fit and also recover the amount fixed in this contract for empty cable drums along with the transportation charges (to be decided by **the DGM TXM**) from the bill/security deposit/any other amount due to the contractor.

#### **21.5 PENALTY CLAUSE**

##### **21.5.1 Delays in the contractor's performance**

- 21.5.1.1 The time allowed for commencement/completion of the work as entered in the tender shall be strictly adhered to by the contractor and shall be deemed **to be the most important aspect of the contract on the part of the contractor and shall be reckoned from the indicated time.** The work shall, throughout the stipulated period of contract, be proceeded with all due diligence to achieve the desired progress uniformly, and the contractor shall pay as penalty an amount equal to **0.25 percent of the estimated amount per day of delay** in completion of work, subject to a maximum of 10 (ten) percent of the cost of the work awarded.
- 21.5.1.2 On any date the penalty payable as above, reaches 10 (ten) percent of the estimated cost of the work, the contractor should proceed with the work further only on getting a written instructions from the Divisional Engineer that, he is allowed to proceed further with the work. It will be in the discretion of the Divisional Engineer to allow the contractor to continue with the work on the basis of any written agreement reached between the contractor and the Divisional Engineer one of the conditions of such agreement may be a stipulation for the contractor to agree for realization of penalty for delay at a higher rate as may be agreed between the Divisional Engineer and contractor.
- 21.5.1.3 Penalty for delay in completion of the work shall be recoverable from the bills of the contractor and / or by adjustment from the security deposit or from the bills of any other

contract. However, adjustment from security deposit will be made only when the contract has been terminated or at the time of final settlement of bills on completion of work.

21.5.1.4 In case of slow progress of the work in a section which have been awarded to a particular contractor, and the public interest does not permit extension of time limit for initiation/completion of the fault restoration work, **the DGM (TXM)** will have the full right to order that the scope of the contract may be restricted to such fraction of the whole of the work and get the balance executed at the risk and cost of the contractor by the other Approved contractors of the same tender and the payment will follow the usual payment procedure. Simultaneously a notice will be issued to the erred contractor who failed to complete the given work. The details are given in Rescission of the contract clause of the bid document. All such payment shall be recovered from the contractor's pending bills or security deposit.

21.5.1.5 **The DGM (TXM)** reserves the right to cancel the contract and forfeit the performance security if the contractor fails to commence the work within 5 days after issue of the work order/ intimation of Fault

### **21.5.2 Penalty for causing inconvenience to the Public**

21.5.2.1 To ensure progress during the execution of work and to cause minimum inconvenience to the public, the contractor shall not dig a trench of more than 200 meters at a stretch in a route at a time. He shall cause to lay cable and close such trenches expeditiously immediately after the work without any delay. In the event of contractor failing to comply with these conditions, a penalty of recovery up to Rs 300/- per day the trench is kept open beyond the time limit allowed by the BSNL. This penalty will be in addition to that payable for delay or slow work.

21.5.2.2 The contractor shall not be allowed to dump the empty cable drums/waste materials in Govt/public place, which may cause inconvenience to Govt/Public. If the contractor does not dispose off the empty cable drums/waste materials within 3 days of becoming empty, the BSNL is at liberty to dispose off the drum in any manner deemed fit and also recover the amount fixed in this contract for empty cable drums/ waste materials from the bill/security deposit/along with the costs incurred by the BSNL in disposing off such materials. The BSNL may also levy a penalty up to Rupees One thousand for each such default.

21.5.2.3 If any such penalty is levied on a contractor for more than 5 occasions, then his/her contract could be terminated. In this regard the decision of the **DGM (TXM)** shall be final and binding.

21.5.2.4 During the work execution the contractor shall take adequate precautions of putting enough caution boards along the stretch of work, Guard the stretch with a PVC red and white tape.

21.5.2.5 During the work execution the contractor shall deploy capable persons as Traffic regulators at both ends of the stretch with necessary gadgets. The persons so posted as Traffic supervisors have to continuously guide and regulate the traffic so that minimum inconvenience is caused to the public.

21.5.2.6 The trench is to be refilled in layers, to be flooded with water and to be rammed properly so that the stretch is leveled and is fit for vehicle traffic. Any improper filling / leveling of the trench shall be penalized by Rs 1000 per 200 meters stretch / day.

21.5.2.7 The excavated earth should be cleared from the site on the same day and is to be dumped at the designated dumping yard as decided by Chennai Corporation. The work spot is to be cleared of any debris and site should be fully cleaned. Any delay /improper work shall attract a penalty of Rs 1000 per 200 meters stretch per day.

### 21.5.3 Penalty for cutting/damaging the old cable / Utilities

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

Size of existing UG / OF cables cut / damaged	Amount of penalty per cut/damage
Up to 100 pairs cable	Rs.10,000.00 (Rupees Ten Thousand only)
Above 100 pairs & up to 400 pairs	Rs.20,000.00 (Rupees Twenty thousand only)
Above 400 pairs & up to 800 pairs	Rs.40,000.00 (Rupees Forty thousand only)
Above 800 pairs	Rs.75,000.00(Rupees Seventy Five Thousand only)
OF Cable of any size	Rs.1,50,000.00 (Rupees One Lakh Fifty Thousand only)

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

21.5.3.2 **Cable /Utility owned by Other Agencies:** Damage caused for any other utilities, the contractor shall be held fully responsible. The damage charges whatever claimed by the affected agency shall be borne by the Contractor. To this effect the amount shall be deducted from his bills / Security deposit.

### 21.5.4 Penalty for damage of stores/materials supplied by the BSNL while laying

21.5.4.1 The contractor while taking delivery of materials supplied by the BSNL at the designated place shall thoroughly inspect all items before taking them over. During execution of the work, if any material is found damaged / working unsatisfactorily, then a penalty equivalent to the cost of material + 10% shall be recovered from the contractor's payments/ securities.

21.5.4.2 However, contractor will not be penalised for any factory defect found in the materials supplied by BSNL, which shall be taken up separately with the supplier of the stores.

## 22 RESCISSION/TERMINATION OF CONTRACT

22.1 **Circumstance of rescission of contract:** Under the following conditions the competent authority may rescind the contract.

- a. If the contractor commits any breach of the terms and conditions of the Agreement
- b. If the contractor suspends or abandons or inordinate delay the execution of work.
- c. If the contractor had been given, by the officer-in-charge of work, a notice in writing to rectify/replace any defective work and he/she fails to comply with the requirement within the specified period.
- d. **TERMINATION FOR INSOLVENCY**

The BSNL may at any time terminate the Contract by giving written notice to the Contractor, without compensation to Contractor, if the Contractor becomes bankrupt or otherwise insolvent as declared by the competent court provided that such termination will not prejudice or affect any right or action or remedy which has accrued or will accrue thereafter to the BSNL.

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

22.2.1 Measurement of works executed since the date of last measurement and up to the date of rescission of contract shall be taken in the presence of the contractor or his authorised representative who shall sign the same in the M-Book. If the contractor or his authorised representative do not turn up for joint measurement, the measurement shall be taken by the officer authorised for this purpose after expiry of due date given for joint measurement. The measurement taken by the officer of authorised shall be final and no further request for joint measurement shall be entertained.

22.2.2 The unused material (Supplied by the BSNL) available at site shall be transported back by the contractor to the Telecom Store at the risk and cost of the contractor. If any such materials is found damaged/lost then the penalty shall also be recovered from the contractor as per conditions in tender documents bid.

22.2.3 The un-executed work shall be got executed through any other contractor approved by **the DGM (TXM)** at the approved rates or to execute the work departmentally, as is convenient or expedient to the BSNL at **the risk and cost of the contractor**. In such an event no compensation shall be payable by the BSNL to the contractor towards any inconvenience/loss that he may be subjected to as a result or such an action by the BSNL. In this regard the decision of **the DGM (TXM)** shall be final and binding. In all these cases, expenses which may be incurred in excess of the sum which would have been paid to the original contractor if the whole work had been executed by him shall be borne and paid by the original contractor and shall be deducted from any money due to him by the BSNL under the contract or any other account whatsoever anywhere in the BSNL or from a security deposit.

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

22.2.5 In the event of the termination of the contract, the contractor shall forthwith clear the site of all the contractor's materials, machinery and equipments and hand over possession of the work/operations concerned to the BSNL or as the BSNL may direct.

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

### **22.3 Issuance of Notice.**

22.3.1 The Divisional Engineer in-charge of work shall issue show cause notice giving details of lapses, violation of terms and conditions of the contract, wrongful delays or suspension of work or slow progress to the contractor directing the contractor to



take corrective action. A definite time schedule or corrective action shall be mentioned in the show cause notice. If the contractor fails to take corrective action within the stipulated time frame, the Divisional Engineer in-charge shall submit a draft of notice along with a detailed report to the competent authority who had accepted the contract for further necessary action.

22.3.2 The **Notice for rescission of contract** to the contractor shall expressly state the precise date and time from which the recession would become effective. The following safe guards shall be taken while issuing the final notice.

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

## **23 INDEMNITIES**

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

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

## **24 INCOME TAX**

Income Tax and Surcharge at source at the prevailing rates amount and any other statutory levies arising out of this contract shall be deducted at source from the bill amount.

## **25 SUBLETTING OF CONTRACT**

The Contractor shall not assign or sublet the contract or any part thereof under any circumstances.

## **26 BREACH OF CONTRACT**

- 26.1 GM (Transmission Maintenance) may without prejudice to his right against the contractor in respect of any delay or inferior workmanship or otherwise or to any claims damage in respect of any breaches of the contract and without prejudice to any rights or remedies under any of the provisions of this contract or otherwise and whether the date of completion has or has not elapsed by notice in writing absolutely determine the contract in any of the following cases:
- i. If the contractor having been given a notice in writing by the DGM (Transmission Maintenance) to rectify, reconstruct or replace any defective work of that the work is being performed in any inefficient or otherwise improper or un workman like manner, fails to comply with the requirements of such notice for a period of seven days thereafter or if the contractor deals or suspends the execution of the works so that in the judgment of the DGM (Transmission Maintenance) (which shall be binding) he will be unable to secure completion of the work by that date.
  - ii. If the Contractor being a company shall pass a resolution or the Court shall make an order that the company shall be wound up or if a receiver or a Manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court or creditor to appoint a receiver or a manager or which entitle the court to make a winding up order.
  - iii. If the contractor commits breach of any of the terms and conditions of this contract.
  - iv. If the Contractor commits any act mentioned in Clause 22 hereof.
- 26.2 When the Contractor has made himself liable for action under any of the aforesaid clauses, GM (Transmission Maintenance) on behalf of the Principal shall have powers:
- (d) To terminate or rescind the contract as aforesaid and to order forfeiture of the Security Deposit.
  - (e) To carry out the work through other contractor or by any other means and recovers such damages and cost involved from the above contractor.
  - (f) The unexecuted work got done through other contractor the amount paid in excess of which would have been paid to the original contractor if the whole work got done by himself shall be deducted from any amount due to him by Chennai Telephones under this contract or from security deposit.
- 26.3 Upon above actions of the GM (Transmission Maintenance) the Contractor shall not be eligible for any compensation.

## SECTION – 6

### **LIST OF THE DOCUMENTS TO BE SUBMITTED ALONG WITH QUALIFYING BID**

The bidder will have to submit the following documents / deposits with the Technical Bid. Any bid not accompanying the below mentioned documents / deposits will be liable to be rejected;

#### **1. List of Documents required:**

As the Tender is invited under two envelopes system, the first envelope will be named as **Technical Bid** envelope and will contain documents of bidders satisfying the eligibility/Technical & commercial conditions. The 2<sup>nd</sup> envelope will be named as **Financial/Price Bid envelope** containing financial quote. These Electronic envelopes shall contain one set of the following documents.

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

The entire bid-submission would be online on the portal of <https://etenders.gov.in/eprocure/app>. Broad outline of submissions are as follows:

#### **A. Technical Bid envelope (Electronic On-line)**

##### **i) Submission of Mandatory documents (online submission) :**

- (a) Scanned copy of EMD in form of DD/BG (if Applicable).
- (b) Signed copy of **Tender Document each and every page** (118 pages), Corrigendum and Addendums.  
(Note : Downloaded Tender document should be signed and uploaded)
- (c) Scanned copy of **MSME Certificate**.  
(Note: The MSME bidders are exempted from payment of Tender fee )

A proof regarding valid registration with body specified by Ministry of micro, small & medium Enterprises for the tendered items will have to be attached along with bid.

**“Micro and Small Enterprise (MSE) bidders should submit their valid Udyam Registration Certificate indicating URN (Udyam Registration Number) issued from MSME in order to avail the benefits available to MSEs as contained in Public Procurement Policy for MSEs. URN certificate should broadly cover the Equipment /services offered in tender.”**

If a vender registered with body specified by Ministry of Micro, small & Medium Enterprise claiming concession benefits is awarded work by BSNL and subsequently fails to obey any of the contractual obligations, he will be debarred from any further work/contract by BSNL for one year from the date of issue of such order.

- (d) Scanned copy of DD/Banker's Cheque –**Tender document fee**.(If Applicable)
- (e) The copy of the **2 Years experience certificate** duly attested by a Gazetted Officer or any officer of BSNL not below the rank of DE/CAO, from Contractors, having office @ Chennai, having experience in Telecom Optical

Fibre cable laying, OF cable fault attending work and allied activities for any 2 years in BSNL or in any OF network of other telecom provider

**ii . Submission of Eligibility documents:**

- (a) Scanned copy of EMD in the form of DD/BG if Applicable
- (b) Scanned copy of Tender Document Fee (If Applicable)
- (c) Scanned copy of the Registration in the case of proprietorship concern, Scanned copy of certificate of incorporation, Articles of Association and Memorandum of Association in the case of Company. Authenticated copy of Partnership Deed in case of Partnership Firm.
- (d) Duly filled and signed in Bid form, as per Section 8 Proforma 12.
- (e) Duly signed “**UNDERTAKING & DECLARATION**” (Section 8 Proforma 1).
- (f) Address of Bidder’s Office within Chennai with proof.
- (g) Duly filled and signed in Tenderer’s profile, as per Section 8 Proforma 11 of the Tender Document.
- (h) Scanned copy of Original “**Power of Attorney**”(Registered) in case a person other than the Tenderer has signed the Tender Document.
- (i) In case of partnership firm, A Declaration duly signed by all the partners nominating one of the partners to participate and Execute the tender.
- (j) Duly filled in “No near relative certificate” (Section 8 Proforma 2) from all partners.
- (k) Duly filled in – “Declaration regarding not blacklisting/not debaring from taking part in Govt. Tender by any BSNL unit/GST/PSUs” (Section 8 Proforma 4).
- (l) Scanned copy of Goods and Services Tax registration certificate
- (m) Scanned copy EPF Registration Certificate.
- (n) Scanned copy ESI Registration Certificate.
- (o) Certificate of Minimum Wages as per Section 8-Proforma 10.
- (p) Undertaking form for labour license Section 8 – Proforma 13.
- (q) Scanned copy of ITR of last 3 Financial years.
- (r) Scanned copy of PAN Card.
- (s) Audited Certificate for Annual financial turnover during the last 3 Financial years, ending 31st March of the previous financial year, and the average turnover should be at least 30% of the annual estimated cost of Rs. 1,36,00,000/- i.e., Rs. 40,80,000 (i.e. 30% of the annual estimated cost of the tender).

**Or**

Scanned copy of solvency certificate from the banker of the tenderer : for work costing upto 20 lakhs –solvency certificate should be of Rs. 5 lakhs. For works costing more than 20 lakhs – solvency certificate should be of Rs.10 lakhs. The solvency certificate shall not be older than 3 months from the date of issuing of NIT.

**B. Financial Bid (Price Bid) as per the format in Section 7 Part B (on-line submission).**

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

**C. Offline Submissions (physical documents submission) :**

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

- i. EMD in the form of DD/BG (If Applicable).
- ii. Tender Document Fee (If Applicable)
- iii. Original Power of Attorney in accordance with Clause No. 13.3 of Section 4 Part A for authorization for executing the Tender, if required.

in separate cover to DROP BOX at O/o. **DGM TXM (SOUTH), II FLOOR , Flower Bazaar Telephone Exchange, No.1, NSC Bose Road, Chennai - 600 001** on or before the date & time of submission of bids specified in covering letter, in a Sealed Envelope. The physical envelope shall bear (Name of the Work), the tender number and the words 'DO NOT OPEN BEFORE' (due date & time) .

*Note:* At the time of opening the Technical Bids, initially offline submitted envelopes will be opened. The Online Tender Opening Event consisting of Technical Bids will be opened, only for those Bidders who have submitted the required offline submissions as per above clause 3 (C) in a sealed envelope bearing tender no, name of item and the phrase "**DO NOT OPEN BEFORE DUE DATE AND TIME OF OPENING OF TENDER**"). **The Bidder has to upload the Scanned copy of all above said original documents as Bid-Annexure during Online Bid-Submission.** Finalization of E-Tender will be based on the documents submitted offline and online.

**SECTION – 7**  
**Part A**  
**STANDARD SCHEDULE OF RATES**

**For attending OF Cable Faults under TXM areas of DE TXM Peripheral –I & II [Chengalpattu, Maduranthakam, Maraimalai Nagar, Kelambakkam, Kancheepuram and Sriperumbudur] in Conventional/DUCT/HDD/Over Head routes and connected works like Trenching, Laying of PLB Pipes, Optical Fibre cable pulling, O/H Laying of OF Cables, Connected works for attending OF Cable Faults in conventional/Duct routes**

**For laying of OF cables by HDD method at a minimum depth of 1.70 mts below the road surface:**

SOR for TXM 2021				
Sl. No.	ITEM	Description	Unit	Rate Fixed in Rs
1	OFCT	Excavating Trenches in ordinary Soil / pavements and Kutcha Surfaces up to a depth of 1.65 Metres from ground level & width of 0.45 metre at the top and 0.30 metre at the bottom and back filling the excavated trenches after laying PLB Pipe with or without protection	Meter	267
2	ASBR	Charges for breaking of Initial Layers of Asphalt/Concrete in riding surface of major roads up to 45 cm width and 25 cm thickness	Meter	160
3	HDPE	Laying and jointing of PLB Pipes of 40/50 Mm Diameter coupled with HDPE sockets.	Meter	8
4	RCCT	Laying full round RCC/DWC Pipes in trenches with pipes/coils inside RCC/DWC Troughs	Meter	12
5	OFCP	Pulling of OF Cable in PLB pipes, Sealing of PLB Pipes by Rubber Bushes.	Meter	14
6	JCPC	Digging of pit for jointing chamber, supply and fixing of precast RCC chamber with clean quarry dust, placing of Pre-cast RCC slabs on RCC chamber and back filling of jointing pit.	Each	3138
7	ORJF	Digging of pit 1 metre towards pavement side on each manhole / joint chamber for fixing of route/joint indicator, Fixing and concreting of route/joint indicator & Painting and sign-writing of route/joint indicators.	Each	797
8	GIHB	Road/Rail crossing through horizontal boring method and inserting 65/40 dia. G.I Pipes/PLB pipes manually.	Meter	601
9	DOCT	Documentation ( Six copies of documents for each route/section ) with one soft copy.	Lumpsum	1000
10	PCCT	Providing RCC Protection at site to PLB or G.I Pipes Cement with 1:2:4 Cement Concrete with Weld mesh reinforcement of 10 SWG at 7.5cm x 5 cm C/C in both directions	Meter	624

11	LPVC	Leading in of OF Cable from Exchange man hole to Transmission Room by supplying and providing rigid PVC Pipes/PVC hoses on existing supports	Meter	74
12	IJMh	Charges for opening manhole covers, picking up OFC coils/splicing kits and closing the manhole after splicing is completed, including the supply of clamps and fixing kits to the inner wall of the man hole	Each	802
13	FLNW	Providing Flood Lighting with Generators for Night Works	Each	850
14	POFC	Patrolling over the OFC Routes where activities of other External U/G Agencies being involved for safeguarding and protecting the existing OF Cables	8 hours duty	805
15	ERPM	Excavation and reinstatement of pulling man holes	Meter	402
16	OHLC	Construction of OFC alignment on erected poles/Existing Telephone Posts or Lamp Posts with binding at every 1.0m to the 100 lbs G.I wire and providing Tags as per Corporation Specification wherever it is needed.	Meter	18
17	ROCT	Recovery of Optical Fibre cable laid overhead and Transportation to the Location /Store Yard	Meter	8.05
18	OMWC	Opening of CHTD/ACCESS N/W ducts/ RCC Manholes, bailing out of water and Closing of manholes after the completion of splicing work.	Each	3905
19	EPFT	Excavating for fault tracing up to a depth 2 meters, width 0.5 metre, length 1 m ,back filling, compacting and removing excess earth from site.	per pit	535
20	SPLG	Splicing of OF cable after the approval of competent authority and splice loss at the joint should be less than 0.01db.		
	SPLG	2F/4F per joint rate	per joint	500
	SPLG	6F/12F per joint rate	per joint	1020
	SPLG	24F per joint rate	per joint	2040
	SPLG	48F per joint rate (Ribbon Fiber)	per joint	1600
	SPLG	48F per Joint rate (Individual Fiber)	per joint	4080
	SPLG	96F per joint rate (Ribbon Fiber)	per joint	3200
	SPLG	96F per Joint rate (Individual Fiber)	per joint	8160
	SPLG	144F per joint rate	per joint	4800
	SPLG	288 F per Joint rate	per joint	9600
21	JCBH	JCB hiring charges min 5 hrs	hour	4295
22	JCBH	JCB hiring charges per day/8hrs	hour	6800
23	JAHM	Air compressor with jack hammer charges per day	per day	500
24	HDDR	Horizontal directional drilling after GPR Scanning, pulling 1/2/3/4 PLB pipes (occupying 85% of Bore Diameter per metre for Bore Dimension of 100 mm diameter )	per meter	550

25	EPRS	Excavation of pit of size 0.6(L) x 0.6 (W) x 1.2 (D) m in all type of soil and refilling with the excavated soil after erection of assembled tubular post including watering, ramming consolidation etc.	Per pit	517
26	EPRC	Erection of GI Pipe 2” Dia for 20 to 30 Feet height in the excavated pit and fitting the bracket at the top and concreting with 1:2:4 mix at the foot of pipe for a size 1’ x 1’ x 3’ with sign writing (Pipe will be provided by BSNL)	Per Post	818

*HDD work include*

- 1) *Pre survey of routes along the proposed cable route to identify the existing UG services like Telecom, Power, Water, Gas etc. to set the route avoiding existing utilities.*
- 2) *Excavation cost of entry and exit pits or the HDD short intervals. (BSNL will provide the road cutting compensation to the authorities for the pits only, liaison for permission etc is to be arranged by the contractor).*
- 3) *To avoid damages to underground utilities, Radio/any other detection system should be used for horizontal directional drilling and pulling of OF cables (BSNL will provide only PLB/UPVC/PVC pipes/OF cables) at a depth of minimum of 1.70 mts below the road surface.*
- 4) *Preparation & Supply of cable route Off-set documents in a scale of 1:200 indicating the depth of the cable route at an interval of 10 mt and landmarks at an interval of 30 m incorporating the details of Manhole/JMT/Hand holes, number and size of the cables.*
- 5) *Provision of end to end AT.*



**SECTION – 7**  
**Part B**  
**Price Schedule (Financial Bid)**

To  
GM (TXM),  
BSNL-CHENNAI TELEPHONES

**Sub. :** Our Financial Bid For attending OF Cable Faults in Conventional/DUCT/HDD/Over Head routes and connected works like Trenching, Laying of PLB Pipes, Optical Fibre cable pulling, O/H Laying of OF Cables in TXM areas of DE TXM Peripheral –I & II [Chengalpattu, Maduranthakam, Maraimalai Nagar, Kelambakkam, Kancheepuram and Sriperumbudur] of BSNL, Chennai Telephones for the year 2022-2023.

**Ref: E-Tender No: DE TXM/P1&P2/OFC MTCE TENDER/2022-2023/01 DATED 29.10.2022**

Dear Sir,  
Having examined the tender documents, terms and conditions stipulated therein, specifications of work etc., and paid EMD/exempted EMD, we, the undersigned, offer to execute Attending OF Cable Faults in Conventional/DUCT/HDD/Over Head routes - Trenching, Laying of PLB Pipes, Optical Fibre cable pulling, O/H Laying of OF Cables and Connected works for attending OF Cable Route Faults in Conventional/DUCT/HDD/Over Head routes in TXM areas of DE TXM Peripheral –I & II [Chengalpattu, Maduranthakam, Maraimalai Nagar, Kelambakkam, Kancheepuram and Sriperumbudur] of BSNL, Chennai Telephones for the year 2022-2023 in conformity with the said specifications and conditions of contract at the percentage (**below/at par/above**) on standard schedule rates quoted as under ;

Please login and register in  
website <https://etenders.gov.in/e procure/app> .  
The Financial Bid sheet is available in the website.

**GST EXTRA AT THE GOVT.PREVAILING RATES WHEREEVER APPLICABLE**

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

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

Signature of Tenderer/Authorised Signatory .....  
Name of the Tenderer.....

Seal of the Tenderer

**SECTION 8**

**Proforma -1**

**UNDERTAKING & DECLARATION**

For understanding the terms & condition of Tender & Spec. of work

a) Certified that:

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

b) The Tenderer hereby covenants and declares that:

1. All the information, Documents, Photo copies of the Documents / Certificates enclosed along with the Tender offer are correct.
2. If anything is found false and/or incorrect and/or reveals any suppression of fact at any time, BSNL reserves the right to debar our tender offer / cancel the LOA/ Purchase/ work order if issued and forfeit the SD/ Bill amount pending with BSNL. In addition, BSNL may debar the contractor from participation in its future tenders.
3. I \_\_\_\_\_ (Proprietor/Authorized signatory) hereby declare that the tender documents submitted has been downloaded using the Digital Signature Certificate of Authorized signatory from the website <https://etenders.gov.in/eprocure/app> and no addition/deletion/ correction has been made in the proforma downloaded.
4. I also declare that I have enclosed a DD for Rs ----- towards the cost of tender document .
5. I agree that Technical and financial bid document submitted in E-Tender Portal will be considered as FINAL in all aspects.

Note : MSME Vendors exempted from payment of Tender Document fee.

Date: .....

Signature of Tenderer .....

Place: .....

Name of Tenderer.....

Along with date & Seal

**SECTION 8**

**Proforma -2**

**CERTIFICATE**

**(NO NEAR RELATIVES IN BSNL)**

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

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

Place:

Date:

Signature of tenderer/Authorized Signatory.....

Name of the Tenderer.....

Seal of the Tenderer

**SECTION 8**

**Proforma -3**

**(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 up to a limit \_\_\_\_\_ of Rs. \_\_\_\_\_  
\_\_\_\_\_ .

This certificate is issued without any guarantee or responsibility on the bank or any of the officers.

Manager of the Bank

\*\* Here name of the sole proprietor in case of a sole proprietorship is concerned or a name of 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 the DGM(TXM), BSNL, Chennai Telephones.

Place:

Date:

## SECTION 8

### Proforma -4

#### DECLARATION ON NO BLACK LISTING

I \_\_\_\_\_ Son of / Wife of Sh. \_\_\_\_\_ and Proprietor / Director / Partner of M/s \_\_\_\_\_ do hereby solemnly affirm and declare as under :-

1. That I am the sole Prop/Partner/Director of M/s \_\_\_\_\_
2. That I state & declare that the above firm M/s \_\_\_\_\_ has been never ever been debarred and/or blacklisted by any department of GST/Central Govt. /State Govt./PSU/BSNL/MTNL/Public bodies / Municipalities.

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

Signature of Prop/Partner/Director  
(Shri./Smt./Miss.....)

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

Place:

Date:

**SECTION 8**

**Proforma -5**

**EMD Guarantee**

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

Sub: 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 “B. G. Amount”) valid up to ...../...../ 20..... (hereafter known as the “Validity date”) in favour of BSNL, CHENNAI TELEPHONES for participation in the tender of work of ..... vide tender no. ....

Now at the request of the Bidder, We..... Bank .....Branch having ..... (Address) and Regd. office address as ..... (Hereinafter called ‘the Bank’) agrees 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 the 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 “B. G. 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 “B. G. 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 DD in favour of “**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 .....

**SECTION 8**

**Proforma -6**

**DECLARATION**

**(FOR EPF,ESI&Misc provisions Act 1952)**

Place :

Date :

I -----(name of the contractor/agency) hereby declare compliance towards conditions of the EPF and Misc provisions Act 1952 and authorize BSNL to recover any payment that arises due to failure to comply with any of the Labor legislations and statutory conditions viz., Labor, EPF,ESI etc., or any other acts dealing with the same and all other acts mentioned in the tender document.

Signature of tenderer/Authorized Signatory

Name of the Tenderer\_\_\_\_\_

Seal of the Tenderer



## SECTION 8

### Proforma -7

#### **PERFORMANCE SECURITY BOND FORM**

This DEED OF GUARANTEE IS MADE THIS \_\_\_\_\_  
DAY OF \_\_\_\_\_ between the BHARAT SANCHAR NIGAM LIMITED  
(BSNL) (which expression shall unless excluded by or repugnant to the context include his  
successors and assigned of the one part and

\_\_\_\_\_ hereinafter called the Bank (which expression shall  
unless excluded by or repugnant of the context include its successors and assignees) of the  
part.

WHEREAS BHARAT SANCHAR NIGAM LIMITED accepted the Tender  
of \_\_\_\_\_  
hereinafter called the Contractor to execute work of BHARAT SANCHAR NIGAM  
LIMITED as per work Order No. dated \_\_\_\_\_ (hereinafter referred to as the said work  
Order).

AND WHEREAS THE work Order provides that contractor shall furnish Bank Guarantee to  
the extent of 3% of the value of the order as and by way of security for the due observance  
and performance of the terms and conditions of the Work Order.

AND WHEREAS at the request of the contractor, the Bank has agreed to execute these  
presents.

NOW THE DEED WITNESSED AND IT IS HEREBY AGREED AND DECLARED BY  
AND between the parties here to as follows:

1. The bank hereby irrevocably and unconditionally guarantees to the BHARAT SANCHAR NIGAM LIMITED that the contractor shall render all necessary and efficient services may be required to be rendered by the contractor in connection with and / or for the performance of the said work order and further guarantees that the work which shall be done by the contractor under the said work order shall be actually performing the WORK required of it to the satisfaction of the BSNL and shall be free from any defects arising from faulty materials, designs and workmanship, such as commission of the equipment inadequate quantity of materials, inadequate contract protection, deficiencies in Circuit Design and / or otherwise, whatsoever and in the event of the contractor's failing or neglecting to render necessary services or failed to give satisfactory performance or proving not free from deficiencies or defects as herein before mentioned and in the said work order and particularly warranty clause mentioned therein, the Bank shall indemnify and keep the BSNL indemnified to the extent of \_\_\_\_\_ against any loss or damage that may be caused to or suffered by the BSNL by reason of any breach by the contractor of any of the aforesaid terms and conditions and the contractor of any of the aforesaid terms and conditions and the Bank further undertakes it pay to the BSNL, such sum not exceeding \_\_\_\_\_ on demand and without DEMUR in the event of contractor's failure to perform and discharge the aforesaid several duties and obligations on his part to be observed and performed under the work order and / or deficiencies and defects in the satisfactory performance of the work.

2. The decision of the BSNL as to whether the contractor has failed to or neglected to perform, or discharge his duties and obligations as aforesaid and / or whether the work are free from deficiencies and defect and are capable of performing the work required and as to the amount payable to the BSNL, by the Bank herein shall be final and binding on the Bank.
3. The liability of the Bank under this Guarantee shall be as Principal Debtor.
4. The guarantee herein contained shall remain in full force and effect during the period that would be taken for performance of the aforesaid terms of the said work order and it shall continue to be enforceable till \_\_\_\_\_ months after the work have been taken over, all the dues of the BSNL under or by virtue of the said Work Order have been fully paid and its claim certified or discharged or till it is certified by the BSNL that the terms and conditions of the said Work Order have been fully and properly carried out by the said contractor and a NO DEMAND CERTIFICATE submitted to this effect by the contractor.
5. The Bank further agrees that the Guarantee herein contained shall remain in full force and effect for a period of 2 YEARS from the date hereof and also that the extension of this guarantee will be provided for by the Bank for such period beyond the said period of 2 YEARS as the BSNL may feel necessary in this behalf. Provided further that if any claim accrues or arises against the Bank before the expiry of the said 2 YEARS or and extension thereof, the same shall be enforceable against the Bank before the expiry of the said 2 YEARS or a extension thereof, the same shall be enforceable against the Bank notwithstanding the fact the same is enforced after the said period of 2 YEARS OR ANY extension thereof.
6. The Guarantee herein contained shall not be affected by any change in the constitution of the contractor of the Bank and shall be continuing one.
7. The BSNL has fullest liberty without affecting the Guarantee to postpone for any time and from time to time any of the followers exercisable but it against the contractor and either no enforce on forbear any of the terms and conditions of the said Work Order and the bank shall not be released from its liability under this guarantee by any exercise by the BSNL of the liberty with reference to the matter referred aforesaid or by reason of time being given to the contractor or any other forbearance, act, of the commission on the part of the BSNL, or any indulgence by the BSNL to be contractor or by other matter or thing whatsoever which under the law relating to Sureties shall but for this provision have the effect of so releasing the Bank from its such liability.
8. The Bank undertakes not to invoke this Guarantee during its currency except with the previous consent of the BSNL in writing.

IN WITNESS WHERE OF the parties have executed these presents the day and year therein above writing.

(Designation with Bank Stamp)

Attorney as per Power of Attorney No. \_\_\_\_\_ Date : \_\_\_\_\_

Witness

Signature : \_\_\_\_\_

Name: \_\_\_\_\_

Official Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature : \_\_\_\_\_

Name: \_\_\_\_\_

Official Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**SECTION 8**

**Proforma -8**

**LETTER OF AUTHORISATION FOR ATTENDING BID OPENING**

Tender Number

Subject: Authorization for attending bid opening on(date)in the tender of

Following persons are hereby authorized to attend the bid opening for the tender mentioned above on behalf of (Bidder) in order of preference given below.

<u>Order of Preference</u>	<u>Name</u>	<u>Specimen Signatures</u>
----------------------------	-------------	----------------------------

I

II

Alternate Representative

Signatures of bidder

OR

Person authorized to sign the bid documents on behalf of the bidder.

- Note. 1. Maximum of two representatives will be permitted to attend bid opening. In cases where it is restricted to one, first preference will be allowed. Alternate representative will be permitted when regular representatives are not able to attend.
2. Permission for entry to the hall where bids are opened may be refused in case authorization as prescribed above is not received.

**SECTION 8**  
**Proforma-9**

**AGREEMENT**

AGREEMENT FOR ATTENDING OF OPTICAL CABLE FAULTS IN CONVENTIONAL/DUCT/OVERHEAD ROUTES AND CONNECTED WORKS LIKE TRENCHING, PLB PIPE LAYING, OPTICAL FIBRE CABLE PULLING ,OVERHEAD LAYING AND OTHER ASSOCIATED WORKS DURING 2022-2023 BETWEEN THE GENERAL MANAGER (TRANSMISSION MAINTENANCE), BSNL, CHENNAI TELEPHOPNES AND OPTICAL FIBRE CABLE FAULT ATTENDING CONTRACTORs

This agreement entered into at Chennai – 600 001 on this day between the BSNL, Chennai Telephones (hereinafter called the Principal represented by DGM (Transmission) of CHENNAI TELEPHONES (which expression shall include his successors in office and assigns where the context to admits) and Shri. \_\_\_\_\_  
\_\_\_\_\_ S/o. Shri. \_\_\_\_\_ (Address) \_\_\_\_\_

\_\_\_\_\_ hereinafter called the CONTRACTOR on the other part (which expression shall include his executors, administrators, legal representatives and assigns where the context so admits).

WHEREAS the Contractor has paid a security Deposit of Rs. \_\_\_\_\_ /- (Rupees. \_\_\_\_\_ ) for fulfillment of this contract.

THESE PRESENTS WITNESSETH AND THE PARTIES HEREBY AGREE AS FOLLOWS

1. WHEREAS as per the Terms and conditions, Construction Specification and Job Description of Tender, the said Contractor has offer/negotiated offer on the Schedule of Rates as shown in the Section-7 Part A and the same accepted by the BSNL, Chennai Telephones, the said Terms and Conditions, Construction Specification and Job Description and the Schedule of Rates shall form part of this agreement.
2. The Contractor shall do all the works entrusted to him from time to time, in a thorough workmanship like manner and with best materials, manpower and in accordance with the construction specification and Job Description, Terms and conditions contained in the TENDER DOCUMENT and also those given by the DGM (Transmission Maintenance)/ Divisional Engineer (Transmission Maintenance), Chennai Telephones.
3. The Contractor shall be personally available at the worksite to receive instructions and carryout the works accordingly. In the event of his not being able to do so, he should appoint a Supervisor to whom instructions may be given and the Supervisor so appointed must be well experienced and shall preferably have a working knowledge in English. The head mazdoor (Maistry) of a working gang cannot be accepted as a Supervisor and the appointment of such supervisor shall be informed in writing to the DE TXM on receipt of work order before the commencement of work.
4. The Contractor shall permit the DGM (Transmission Maintenance) / Divisional Engineer (Transmission Maintenance) or any other officer assigned by them to have access to the works at all times for doing inspection while the same is under construction or in progress.
5. The Contractor shall not vary or deviate from the said directions, plans and specifications given by the DGM (TXM) / DE (TXM)) Chennai Telephones.
6. For performances of each job, time specified by the DGM TXM/ DE (TXM), Chennai

Telephones or his Engineer – in – Charge shall specify the target date and the same shall be complied fully without any delay whatsoever unless under the conditions as follows:

#### DELAY AND EXTENSION OF TIME

If in the opinion of the GM (Transmission Maintenance) the work is delayed, with reference to the target periods set in the work order

- i. By reason of abnormally bad weather, OR
  - ii. By reason of serious loss or damage by fire, OR
  - iii. By reason of civil commotion, OR
  - iv. By delay on the part of Chennai Telephones in the supply of materials, delay in getting the permission of corporation / Highways/Municipalities or due to obstruction by the permitting agencies , OR
  - v. By reason of any other cause which in the absolute discretion of the GM (Transmission Maintenance) is beyond the contractor's reasonable control, then in such cases the GM (Transmission Maintenance) shall make fair and reasonable extension in the target dates of the individual items of work of the Work Order or as whole. Such extension, which will be communicated to the contractor by the DE/TXM in writing and the same shall be final and binding on the contractor.
7. If the Contractor is not able to initiate the fault work immediately or complete the work allotted to him within the target date, it is open to the GM (Transmission Maintenance) or any assigned executive authority (DGM/DE TXM) to allot the portion or whole of the allotted work left over to some other Contractor and take such other steps as he may think fit and recover the excess amount if any spent on the completion of the job from the Contractor. The decision of the GM (Transmission Maintenance), BSNL, Chennai Telephones shall be final and the contractor is not entitled for any compensation for any loss incurred by him in this connection.
  8. The contractor shall not make any claim for any specific work or specific quantum of work.
  9. The Contractor shall indemnify the Principal against any loss, damage and other cause that the Principal may be put to or incur during the course of execution of the work entrusted to him.
  10. The Contractor agrees that he is kept in a PANEL OF APPROVED CONTRACTORS for this work at the rates listed in Section – 7 Part B/Negotiated offer and that he shall be awarded work by the executing officers of the principal only as and when there is requirement.
  11. The Contractor agrees that the work orders may be given to any one of the contractors who are kept in the PANEL OF APPROVED CONTRACTORS
  12. The Contractor further agrees that he is not entitled as a matter of right either for the entire quantum of work or for a specific quantum of work. It must be noted that no apportionment of work is being done for the Contractors. The Principal has approved only the rates agreed to by the Contractors and which are listed under Section – 7 Part B/Negotiated offer.
  13. The contract shall be terminated by the GM (Transmission Maintenance) at any time giving FIVE DAYS notice, in case of non-compliance of the Terms and Conditions of this agreement and his decision shall be final. In such arrangement, the GM (Transmission Maintenance) shall have right to award the work to any other contractor in the Select Panel.
  14. Termination of the Contract as per provisions of the above clause shall also result in the forfeiture of Security Deposit paid by the Contractor.

15. The Contractor further agrees that he will not enter into any kind of litigation or dispute arising out of any portion of the work being allotted to some other agency as mentioned in Clause 10.
16. All Compensation or other sums of money payable by the contractor to the Principal under the Terms and Conditions of this contract with Chennai Telephones may be deducted from the Security Deposit of this contract or any other Contract with the Principal.
17. In the event of any question, dispute/difference arising under this agreement, or in connection therewith (except as to matters, the decision of which is specifically provided under this agreement), the same shall be referred to the sole arbitration of Chief General Manager, BSNL, Chennai Telephones or any person nominated by him.
18. The Contractor further agrees that the GM (Transmission Maintenance) or his authorized representative shall make changes in the contract such as alterations in the period of Contract, Construction Specifications, after the target dates assigned for various works (decrease or increase in the time limit) whenever deemed necessary.
19. The period of Contract is for twelve calendar months from the date of signing the Agreement and is applicable to all the works entrusted to the Contractors by the GM (Transmission Maintenance), Chennai Telephones or any assigned officer on or prior to the completion of the work. However the contract may be extended for further period at the exigencies of the BSNL at the same approved rates and conditions and at the discretion of the GM (Transmission Maintenance).
20. The Contractor also agrees for the deduction of Income Tax at source at the prevailing rates for the bill amount.
21. The contractor also agrees for the deduction of Additional Security Deposit at the rate of 10% from his future bills once the value of works completed under this Contract exceeds the total value of the work awarded to him.
22. During the course of attending the fault if the B.S.N.L Contractors are damaging the B.S.N.L Optical Fibre Cable during Excavation work the contractor agrees to pay Rs 50,000/- (Rupees fifty thousand only ) per fault for levying both penalty and compensation. During the course of attending the fault if the B.S.N.L Contractors are damaging the other private operator Optical Fibre Cable during Excavation work the contractor agrees to pay compensation as decided by the private operator.
23. IN WITNESS THEREOF the parties have set their respective hands this day and date first above written. Executed by the above named GM (Transmission Maintenance), BSNL, Chennai Telephones and accepted for on behalf of the said GM (Transmission Maintenance), BSNL, Chennai Telephones by the DGM (Transmission Maintenance) Chennai Telephones in the presence of the following witnesses.

SIGNATURE AND SEAL OF THE  
CONTRACTOR

SIGNATURE AND SEAL OF DGM  
(TRANSMISSION MAINTENANCE)

1. WITNESS

1. WITNESS

2. WITNESS

2. WITNESS

**SECTION 8**

**Proforma -10**

**CERTIFICATE OF MINIMUM WAGES TO BE SUBMITTED BY THE TENDERER**

I / We, M/s. \_\_\_\_\_ R/o \_\_\_\_\_ hereby certify that we shall comply with Minimum Wages Act that are to be paid to the Laborers engaged by us vide latest rate as fixed by the Labour Commissioner. While quoting the rates of the tender any dispute arises out of the payment of Minimum Wages responsibility lies with us only.

We also certify that we shall comply with ESI, EPF, Service Taxes and other mandatory charges regularly as per existing charges without fail.

Date:

Place:

Signature of the Tenderer with Seal



**SECTION 8**

**Proforma -11**

**E-TENDERER'S PROFILE**

Paste Color Passport size photograph of the tenderer / authorized signatory holding power of Attorney and having Digital Signature Certificate. Photograph should be self-attested

General:

1. Name of the Tenderer/Firm.....
2. Name of the person submitting the tender whose photograph is affixed Sri/ Smt.....

(In case of proprietary /Partnership firms, the tender has to be signed by the proprietor/Partner only, as the case may be)

3. Address of the Firm/person :  
\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_

4. Correspondence Address  
\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_

5. email id: \_\_\_\_\_ @ \_\_\_\_\_

6. Tel.No.(With STD Code )  
(Off) : \_\_\_\_\_  
(Fax) : \_\_\_\_\_  
(Res) : \_\_\_\_\_  
(Mobile) : \_\_\_\_\_

7. Registration &Incorporation particulars of the firm:  
(i) Proprietorship : \_\_\_\_\_  
(ii) Partnership : \_\_\_\_\_  
(iii) Private Limited : \_\_\_\_\_  
(iv) Public Limited : \_\_\_\_\_  
(Please attach attested copies of documents of registration/incorporation of your firm with the competent authority as required by business law)

8. Name of the proprietor/Partners/Directors :  
\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_

9. Tenderers Experience Certificate details in terms of amount received for execution of work for the past 2 Years

Issuing Telecom Circle/Telecom Provider.....

Issued on .....

(An attested copy of the Experience Certificate shall please be enclosed)

10. Tenderers banks, its address and his current account numbers :

- (i) \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_
- (ii) \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_
- (iii) \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_

11. PAN .....

(Attach a copy of PAN card)

12. GST Tax Registration No.....

- (i) GST Registration No: \_\_\_\_\_
- (ii) EPF Registration No: \_\_\_\_\_
- (iii) ESI Registration No: \_\_\_\_\_

13. License No issued by Labour officer.

\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_

14. Infrastructural capabilities

- (a) Capacity of trenching per day (In metres) : \_\_\_\_\_
- (b) Capacity of pipe laying per day (In metres) : \_\_\_\_\_
- (c) Capacity of engaging mazdoors per day : \_\_\_\_\_
- (d) Particulars of vehicles available with the tenderer:

Type of Vehicle(s)	Registration Number
.....	.....
.....	.....
.....	.....

- (e) Particulars of other machines possessed by the contractor which can help in trenching, pipe laying (JCB/HDD etc.):

\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_

15. Details of Technical and Supervisory Staff:

\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_

Place :

Date :

Signature of the Tenderer with Seal

**SECTION 8**

**Proforma -12**

**BID FORM**

**E Tender No:DE TXM/P1&P2/OFC MTCE TENDER/2022-2023/01**

**DATED 29.10.2022**

To

The General Manager , Transmission Maintenance,  
BSNL Chennai Telephones,  
Flower Bazaar Exchange New Building, II Floor  
Chennai-600001.

Dear Sir,

Having examined the conditions of contract and specifications including addenda No.....the receipt of which is hereby duly acknowledged, we, undersigned offer to execute the work of OFC fault attending and associated works in conventional/Duct/HDD routes of TXM areas of DE TXM Peripheral –I & II [Chengalpattu, Maduranthakam, Maraimalai Nagar, Kelambakkam, Kancheepuram and Sriperumbudur] in conformity with said drawings, conditions of contract and specifications as may be ascertained in accordance with the schedule of prices attached herewith and made part of this Bid.

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

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

We agree to abide by this bid for a period of one year of signing the agreement. However the contract may be extended for further period at the exigencies of the BSNL at the same approved rates at the discretion of the G.M. Transmission Maintenance.

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

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

Signature of Authorized Signatory\_\_\_\_\_

In capacity of \_\_\_\_\_

Duly authorized to sign the bid for and on behalf of\_\_\_\_\_

Witness.....

Signature.....

Address.....

**SECTION 8**  
**Proforma-13**

**Undertaking form for Labour License**

I/We -----shall obtain a valid labour license under the contract Labour(R&A) act 1970 and contract Labour (regulation & abolition) Central Rules 1971 ,before commencement of the work and continue to have valid license until the completion of work.

Place:

Date:

Signature of tenderer/Authorized Signatory.....

Name of the Tenderer.....

Seal of the Tenderer

**SECTION 8  
Proforma-14**

**E-MANDATE FORM  
BHARAT SANCHAR NIGAM LIMITED  
(A GOVT OF INDIA ENTERPRISE)**

**Authorization for payment of Supplier's/contractor Bills through E-payment Proforma**

<b>1</b>	<b>Name of the company/Firm</b>	
<b>2.</b>	<b>Address</b>	
<b>3.</b>	<b>Particulars of Bank Account</b>	
<b>4</b>	<b>Name of the Bank</b>	
<b>5</b>	<b>Branch name</b>	
<b>6</b>	<b>Type of Account</b>	<b>SB Account /Current A/c</b>
<b>7</b>	<b>Ledger No/Folio No</b>	
<b>8</b>	<b>Name of the Account Holder</b>	
<b>9</b>	<b>Account Number appearing in the cheque Book</b>	
<b>10</b>	<b>Branch Code</b>	
<b>11</b>	<b>Branch Address</b>	
<b>12</b>	<b>Telephone No. of the Branch</b>	
<b>13</b>	<b>Whether NEFT system available</b>	<b>YES/NO</b>
<b>14</b>	<b>Whether RTGS enable branch</b>	<b>YES/NO</b>
<b>15</b>	<b>If RTGS/NEFT enabled IFSC code</b>	
<b>16</b>	<b>Digit code number of the bank and branch as appearing on the MICR cheque issued by the Bank</b>	

**Date of Effect:**

**I hereby express my willingness to receive payment of the bills through Electronic fund transfer scheme. I do authorise the Accounts Officer (Cash) BSNL to arrange to credit the payment through Electronic payment System to my account given above.**

**SIGNATURE OF THR BIDDER WITH DATE & SEAL**

ANNEXURE-A

(For new vendors only)



## 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\* :

Postal/Pin code\* :  Country\* :

Contact Details:

Telephone Number :  Fax No. :

Email id :

Name of Contact Person :  Mobile No. :

Alternate Contact Person :  Mobile No. :

Tax information:

PAN :

Service Tax reg. no. :

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

Tax Registration no. :

(for Foreign Vendors)

Income Tax Exemption details:

IT exemption no. :  IT exemption rate :

IT Exemption date :

IT exemption date from :  IT exemption date to :

**Excise Details:**

Excise reg. no. :

Excise Range :

Excise Division :

Excise Commissionerate :

**Payment Transaction/Bank Details:**

Bank Country :

Bank Name :

Bank Address :

Bank A/c No :

Bank IFSC :

Account holder's Name :

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

SWIFT Code  
(for Foreign Vendors) :

IBAN  
(for Foreign Vendors) :

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

Micro/ SSI Status : Yes  No

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

Note:

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

**Company / Vendor Authorized Signatory / Designation                      Date:                      Company Seal**

**(For Office Use)**

Vendor Account Group :  Payment Method :

TDS Type - Invoice :  TDS Code - Invoice :

Checked by:	Authorized by (Finance)	SAP Vendor Master Created on	SAP Vendor Code
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**Annexure - B**  
**(Standard Tender Enquiry Document)**

**Appendix-1 to Section 4 Part A of Chapter 4**

Sl.No	Defaults of bidder/Vendor	Action to be taken
A	B	C
	Submitting Fake/Forged	
1(a)	<p>(a) Bank instruments with the bid to meet terms &amp; condition of tender in respect of tender fee and /or EMD.</p> <p>(b) Certificate for claiming exemption in respect of tender fee and / or EMD and detection of default at any stage from receipt of bids till award of APO/ issue of PO/WO</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 vendor for procurement of goods &amp; 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 PO/WO if issued. This implies non-acceptance of further supplies/work &amp; services except to make the already received material work/complete work in hand.</p>
	Note 1:- However, in this case the performance guarantee if alright will not be forfeited	
	Note2:- Payment for already received supplies / completed work shall be made as per terms & conditions of PO/WO	
1(b)	Submitting fake/forged documents towards meeting eligibility criteria such as experience capability, supply proof, registration with Goods and service tax ,income tax departments etc and as supporting documents towards other items & conditions with the bid to meet terms condition of tender.	
	(i) If detection of default is prior to award of APO	<p>i) Rejection of Bid</p> <p>ii) Banning of business for up to three years which implies barring further dealing with the vendor for procurement of Goods &amp; services including participation in future tenders invited by BSNL for up to three years from date of issue of banning order</p>
	(ii) If detection of default after issue of	<p>i) Cancellation of APO ,</p> <p>ii) Rejection of Bid</p>



<p>APO but before receipt of PG/ SD (DD,BG etc.)</p>	<p>iii) Banning of business for up to three years which implies barring further dealing with the vendor for procurement of Goods &amp; services including participation in future tenders invited by BSNL for up to three years from date of issue of banning order</p>
<p>(iii) If detection of default after receipt of PG/ SD (DD,BG etc.)</p>	<p>i) Cancellation of APO , ii) Rejection of Bid iii) Forfeiture of PG/SD. However on realization of PG/ SD amount ,if not already released shall be returned iv) Banning of business for up to three years which implies barring further dealing with the vendor for procurement of Goods &amp; services including participation in future tenders invited by BSNL for up to three years from date of issue of banning order</p>
<p>(iv )If detection of default after issue of PO/WO</p>	<p>i) Termination/ Short Closure of PO/WO and Cancellation of APO ii) Rejection of Bid &amp; iii) Forfeiture of PG/ SD. However on realization of PG/ SD amount, if not released shall be returned. iv) Banning of business for up to three years which implies barring further dealing with the vendor for procurement of Goods &amp; services including participation in future tenders invited by BSNL for up to three years from date of issue of banning order</p>
<p>Note 3:- However, settle bills for the material received in correct quantity and quality if pending items do not affect working or use of supplied items.</p>	
<p>Note 4:- No further supplies are to be accepted except that required to make the already supplied items work.</p>	

S. No.	Defaults of the bidder / vendor.	Action to be taken
A	B	C
4.2	Failure to supply and/ or Commission the equipment and /or execution of the Work in full even in extended delivery schedules, if granted against PO/ WO.	Short Closure of PO/ WO to the quantity already received by and/ or commissioned in BSNL and/ or in pipeline provided the same is usable and/or the Vendor promises to make it usable. Under take purchase/ work for balance quantity at the risk & cost of defaulting vendor. Recover the excess charges if incurred from the PG/ SD and outstanding bills of the defaulting Vendor.
5.1	The supplied equipment does not perform satisfactory in the field in accordance with the specifications mentioned in the PO/ WO/Contract.	If the material is not at all acceptable, then return the non-acceptable material (or its part) & recover its cost, if paid, from the o/s bills/ PG/ SD. OR If the material is inducted in network & it is not possible to return it and/ or material is acceptable with degraded performance, the BSNL may determine the price for degraded equipment (Financial penalty = Price – price determined for degraded equipment) himself and/ or through a committee. Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD.
5.2	Major quality problems (as established by a joint team / committee of User unit(s) and QA Circle) / performance problems and non-rectification of defects (based on reports of field units and QA circle).	If the material is not at all acceptable, then return the non-acceptable material (or its part) & recover its cost, if paid, from the o/s bills/BG/SD; OR If the material is inducted in network & it is not possible to return it and/ or material is acceptable with degraded performance, the BSNL may determine the price for degraded equipment (Financial penalty = Price – price determined for degraded equipment) himself and/ or through a committee. Undertake recovery of financial penalty from outstanding dues of vendor including PG/ SD; and Withdrawal of TSEC/ IA issued by QA Circle.
6	Submission of claims to BSNL against a contract (a) for amount already paid by BSNL (b) for Quantity in excess of that supplied by Vendor to BSNL.	i) Recovery of over payment from the outstanding dues of Vendor including PG & SD etc. and by invoking ‘Set off’ clause 11 of Section 5 Part A or by any other legal tenable manner. ii) Banning of Business for 3 years from date of issue of banning order or till the date of recovery of over payment in full, whichever is later.

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

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

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

<b>S. No.</b>	<b>Defaults of the bidder / vendor.</b>	<b>Action to be taken</b>
A	B	C
13	(c) If the vendor/ supplier fails to submit required documents/ information, where required.  (d) Any other ground which in the opinion of BSNL CHTD is just and proper to order for banning of business dealing with a vendor/ supplier.	
<b>Note 7:</b> The above penalties will be imposed provided it does not clash with the provision of the respective tender.		
<b>Note 8:-</b> In case of clash between these guidelines & provision of invited tender, the provision in the respective tender shall prevail over these guidelines.		
<b>Note 9:</b> Banning of Business dealing order shall not have any effect on the existing/ ongoing works/ AMC / CAMC which will continue along with settlement of Bills.		

**END OF THE E-TENDER DOCUMENT**